

Cause # _____

Plaintiff _____)(In the Justice Court
Vs. _____)(
Defendant(s) _____)(County of Franklin, Texas
(And All Occupants)

EVICTIION COMPLAINT

1. COMPLAINT. Plaintiff files this complaint against the above defendant(s) to evict defendant(s) from plaintiff's premises, which is located in the above precinct and which is described below.

Street address or other description		unit # (if any)	
City	County	State	Zip

2. SERVICE OF CITATION. Plaintiff requests service of citation on defendant(s) by personal service at the above – described premises or by alternative service, in necessary. Any work addresses or other addresses of defendant know to plaintiff are as follows _____

3. TYPE OF OCCUPANCY BY DEFENDANT(S). (check as applicable)

___ Occupancy under a rental agreement (lease),as follows;

Defendant(s) are occupying the premises under a ___ written or ___ oral rental agreement, either as permitted occupants under the rental agreement. The rental agreement ___ does ___ does not involve land that has been rented to defendant (s) for placement of a manufactured home owned by defendant(s).

___ Occupancy after foreclosure: Defendant(s) continue to occupy the premises after foreclosure sale.

___ Occupancy under an executory purchase contact (contract for deed): Defendant(s) continue to occupy the premise after a default under an executory contract for the purchase of the property.

___ Occupancy as a trespasser: Defendant(s) entered the premises without authority or invitation by plaintiff or by any tenant of plaintiff.

___ Occupancy under other circumstances (briefly describe) _____

4. MILITARY SERVICE. The above named occupant

___ Is not in the military service on active duty, and is not a dependant of a service member on active duty

___ Is in the military service on active duty

___ I have been unable to determine whether or not the defendant is in the military service on active duty

___ Has waived his/her rights under the Servicemembers Civil Relief Act of 2003

A person who makes or uses an affidavit knowing it to be false, shall be fined and imprisoned as provided in, Title 18 United States Code.

5. ADDITIONAL INFORMATION IF MANUFACTURED HOME LOT. If the rental agreement is for the rental of land on which a manufactured home has been placed by the defendant(s), plaintiff has complied with all notice and time requirements in Section 94.203, Texas Property Code. The name(s) and address(es) all lien holders on the manufactured home are: _____

6. NOTICE TO VACATE. Plaintiff delivered to defendant(s) a written notice to vacate in accordance with the applicable notice requirements of Section 24.005 or Section 24.006, Texas Property Code; or, if the land or lot was rented for occupancy by a manufactured home not owned by plaintiff, notice to vacate was delivered under Section 94.203, Texas Property Code. Notice to vacate was delivered on the _____ day of _____, 2011 by the following method: (check one or more of the following, as applicable) ___ personal delivery to defendant(s); ___ personal delivery to any person residing at the premises who is 16 years of age or older; ___ affixing the notice to the inside of the main entry door of the premises; ___ regular mail, registered mail or certified mail return receipt requested, to the premises; or ___ other method of delivery authorized under Section 24.005, Texas Property Code.

7. DEFENDANT (S) FAILED TO VACATE. After delivery of the above notice, defendant(s) refused to vacate the premises.

8. GROUNDS FOR EJECTION. The ground or grounds for ejection are as follows: *(check one or more as applicable)*

- ☐ Non-payment of rent
- ☐ Non-payment of utilities or other sums
- ☐ Holding over under rental agreement
- ☐ Holding over after foreclosure
- ☐ Holding over after termination of executory purchase contract
- ☐ Conduct in violation of rental agreement
- ☐ Property damage
- ☐ Trespass
- ☐ Other grounds

(check and fill in information as applicable)

☐ IF EJECTION IS FOR NON-PAYMENT OF RENT: Defendant(s) have failed to pay the rent for the period beginning _____, 2011. The total unpaid rent to time of filing this ejection complaint is \$ _____ per _____ month _____ week or _____ other rental period *(describe period)* _____. The most recent rental due date prior to filing this ejection complaint was _____, 2011.

☐ IF EJECTION IS FOR NON-PAYMENT OF UTILITIES OR OTHER SUMS: Defendant(s) have failed to pay the following non-rent amounts *(Describe amount and nature.)* _____

☐ IF EJECTION IS FOR HOLDING OVER UNDER RENTAL AGREEMENT: Defendant(s) are unlawfully holding over *(check one)*
☐ after the rental term or renewal period has expired or
☐ after the rental agreement or right of possession was lawfully terminated by plaintiff for violation of the rental agreement by defendant(s).
The date of such expiration or termination was _____, 2011.

☐ IF EJECTION IS FOR HOLDING OVER AFTER FORECLOSURE: Defendants are unlawfully holding over after foreclosure of a prior lien. Plaintiff owns the as a result of purchase at a tax foreclosure sale or a trustee's foreclosure sale under a superior lien. Defendant(s) have refused to vacate after notice from plaintiff. Plaintiff has complied with all other requirements of Section 24.005(b) and Chapter 51, Texas Property Code, and other applicable laws. *(State facts briefly)* _____

☐ IF EJECTION IS FOR HOLDING OVER AFTER TERMINATION OF EXECUTORY PURCHASE CONTRACT (CONTRACT FOR DEED): Plaintiff is the seller in an executory purchase contract (contract for deed). Defendant(s) have defaulted under such contract, the contract has been terminated and the defendant(s) have refused to vacate after notice from plaintiff. Plaintiff has complied with all Statutory and contractual procedures required to regain possession of the premises from defendant(s), including those in Sections 5.063-5.065, Texas Property Code. *(State facts briefly)* _____

☐ IF EJECTION IS FOR CONDUCT IN VIOLATION OF RENTAL AGREEMENT: The conduct requirements of the rental agreement have been violated by defendant(s) or other persons for whom defendant(s) are responsible. *(State facts briefly)*

☐ IF EJECTION IS FOR PROPERTY DAMAGE: Defendant has caused substantial property damage to the premises. *(State facts briefly)*

☐ IF EJECTION IS FOR TRESPASS: *(check as applicable)* Plaintiff is entitled to possession of the premises because defendant(s) are trespassers, having entered onto the premises with out authority of the property owner, tenant, or contract for deed holder. The premises are either _____ owned by plaintiff, _____ leased by the owner to plaintiff or _____ under contract for deed to plaintiff. Defendant(s) have refused to vacate after notice to vacate.

☐ IF EJECTION IS FOR OTHER GROUNDS: *(state facts briefly.)* _____

9. JUDGMENT REQUESTED. Plaintiff requests judgment for plaintiff and against defendant(s) for Possession of the premises and issuance of a writ of possession, and all court costs. Additionally, plaintiff Requests judgment for plaintiff and against defendant(s) for the following: *(check only if applicable)*

- ☐ Rent. If evection is based on non-payment of rent, plaintiff requests judgment for unpaid rent in the Amount of \$ _____, through the time of filing, and the plaintiff also seeks judgment for rent accruing from the date of filing and becoming due thereafter as allowed by the court.
- ☐ Attorney's fees. If plaintiff engages an attorney, plaintiff requests judgment for attorney's fees because *(check only one)*
- ☐ Defendant(s) signed a written rental agreement containing a provision entitling plaintiff to attorney's fees, or
- ☐ Plaintiff has given 10 day notice to vacate as provided in Section 24.006, Texas Property Code.
- ☐ Post-Judgment interest. If plaintiff is granted judgment for rent or attorney's fees, plaintiff requests Judgment for post-judgment interest as allowed by statute or the rental agreement.

10. ATTACHMENTS. The court requests but does not require plaintiff to enclose with this complaint the Following:

- (a) A copy (not the original) of plaintiff's notice to vacate;
- (b) A copy (not the original) of any written rental agreement; and
- (c) A copy (not the original) of the rental application of defendant(s) is also attached if the application relates to grounds for eviction.

If no one appeals this case, plaintiff ___ does ___ does not give permission to the court clerk to discard the above copies.

11. I _____ acknowledges that if I need a licensed court interpreter to be present at trial, **I'm responsible for the cost.** At this time I ___ am ___ am not, requesting for a licensed court interpreter to be present at trial to interpret the _____ language.

The Court may send any notice to plaintiff via U.S. mail, email, telephone or fax, as set forth below

Street address _____

City _____

State and zip _____

Phone, if any _____

Fax, if any _____

Email, if any _____

PLAINTIFF _____
(as stated at top of page 1)

By _____
Signature

The above is the signature of *(check only one)*
☐ plaintiff
☐ plaintiff's authorized agent
☐ plaintiff's attorney

Printed name of person signing

Title of person signing (i.e., owner, manager, president, etc)

STATE OF TEXAS
COUNTY OF FRANKLIN

Sworn to and subscribed before me by the above signatory on the _____ day of _____, 2011.

Notary Public for the State of Texas, or Justice Court Clerk