

CAUSE NO. _____

§

PLAINTIFF(S)

§

JUSTICE COURT - EVICTION

vs.

§

JUSTICE OF THE PEACE

§

PRECINCT 1, PLACE 2

DEFENDANT(S)

§

BRAZORIA COUNTY, TEXAS

PETITION

1. **COMPLAINT:** Now comes the Plaintiff, _____, and makes complaint against the Defendant for eviction from his land and premises and alleges the following: That by virtue of rental agreement by and between Plaintiff and Defendant, the Defendant entered into and upon and took possession of the following described premises situated in said Precinct 1, Brazoria County, Texas.

2. **ADDRESS OF PROPERTY:** _____ City, State, Zip Code

Check one: Apt House Mobile Home & Lot Lot Rental Only

3. **DEFENDANT(S) INFORMATION (if known):** Date of Birth: _____ Phone Number: _____

Last 3 Numbers of Driver's License: _____ Last 3 Numbers of Social Security: _____

4. **GROUNDS FOR EVICTION:** Plaintiff entered into an oral/written agreement with the Defendant for occupancy of the leased premises. The Defendant has violated the terms of the agreement by: (check one)

Unpaid Rent. Defendant(s) failed to pay rent for the following time period(s): _____

Other Lease Violations. Defendant(s) breached the terms of the lease (other than by failing to pay rent) as follows: _____

Holdover. 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_____.

5. **NOTICE TO VACATE:** Plaintiff delivered to Defendant(s) a notice to vacate in accordance with the applicable notice requirements of the Texas Property Code. Notice to vacate was delivered on the _____ day of _____, 20_____ by the following method: (check one or more 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 mailed return receipt requested, to the premises; or other method of delivery authorized under Section 24.005, Texas Property Code.

6. **CARES ACT:** I verify that this property is not subject to moratorium on evictions as defined by Section 4024 (a)(1) of the CARES Act.

7. **SUIT FOR RENT:** In addition to possession of the premises, Plaintiff (check one) does does not seek a judgment for rent. The amount of rent claimed as due and unpaid at the time of filing is \$ _____, plus rent in the amount of \$ _____ per day as may accrue between the date of filing this petition and surrender of premises. 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.

8. **RENT AMOUNT:** Rent in the amount of \$ _____ is due on a _____ Monthly Yearly basis. The Defendants rent (check one) is not subsidized by the government is subsidized by the government as follows: \$ _____ paid by the government, and \$ _____ paid by the Defendant(s).

9. **ATTORNEY FEES:** Plaintiff will be or will not be seeking applicable attorney's fees.

10. **SERVICE OF CITATION:** All other home or work addresses in Brazoria County, known by Plaintiff, where the Defendant(s) may be alternatively served are: _____

11. **RELIEF:** The Plaintiff requests that Defendant(s) be cited to appear in this matter as required by law; Plaintiff further requests that the Defendant(s) be adjudged guilty of forcible detainer and Plaintiff recover possession of the premises. Plaintiff further requests to recover of Defendant(s) his damages and costs, and other such relief as Plaintiff may be entitled.

Signature: _____ Printed Name: _____

Check one: Plaintiff Plaintiff's Agent Attorney Bar Number: _____

Mailing Address: _____ City, State, Zip _____

Phone No. _____ Fax No. _____

Plaintiff consents to e-mail service of the answer and any other motions or pleadings at _____ (E-mail Address)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public/ Appointed Clerk of Court

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).

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JUSTICE OF THE PEACE
PRECINCT 1, PLACE 2
BRAZORIA COUNTY, TEXAS

**VERIFICATION OF COMPLIANCE WITH
SECTION 4024(A)(1) OF THE CARES ACT**

My name is: _____ I am (check one) ___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.

Verification:

Plaintiff is seeking to recover possession of the following property:

Name of Apartment Complex (if any)

Street Address & Unit No. (if any) City State Zip Code

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 database or any 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.

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

Printed Name

Signature (sign only before a notary or court clerk)

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

Notary or Clerk of the Court

Servicemen's Civil Relief Act (SCRA)

The One Hundred Eighth Congress of the United States of America amended The Soldiers' and Sailor's Civil Relief Act of 1940 to the "Servicemembers Civil Relief Act" or "SCRA". The full text can be found in H.R. 100, Public Law 108-189.

Some time before taking a default judgment, the **PLAINTIFF MUST PROVIDE THE** Court with an affidavit stating plaintiff's knowledge of the military status of the defendant. The Court *shall* require the filing of the affidavit. [Sec. 201 (b)(1)].

If the military status cannot be determined by information in the affidavit, the Court may require the plaintiff to file a bond in the amount approved by the Court to indemnify the defendant for any damage or loss incurred should the judgment be set aside later. [Sec.20 (b)(3)].

Docket No. _____

I am the Plaintiff Attorney Agent of record for the plaintiff in this proceeding and the defendants in this proceeding are
Defendants(s):

Plaintiff being duly sworn on oath deposes and says that (check one): (affidavit [Sec. 201(b)])

- The defendant is **NOT** on active duty in the military or in a foreign country on military service.
I know this because: _____
- The defendant is **ON** active military duty and/or is subject to the Servicemembers Relief Act of 2003.
I know this because: _____
- The plaintiff is unable to determine if the defendant is in the United States military service.
- The defendant has waived his rights under the Servicemembers Civil Relief Act of 2003.

PLAINTIFF'S SIGNATURE

PLAINTIFF'S PRINTED NAME

(Select the applicable title or the jurat below)

Subscribed and sworn to before me on this the _____ day of _____ 20_____

Notary Public in and for the State of Texas or
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 the title 18 United States Code, or imprisoned for not more than one year, or both. [Sec. 201 (b)(4)].

<https://scra-w.dmdc.osd.mil/scra/#/home>