

FILING FEE \$117.00

INSTRUCTION FOR FILING A FORCIBLE DETAINER

NOTICE TO VACATE:

BY STATURE, THE LANDLORD MUST GIVE THE TENANT WRITTEN NOTICE OF THE EVICTION SUIT BEFORE FILING A SUIT FOR FORCIBLE DETAINER. WHERE WRITTEN NOTICES ARE REQUIRED IN THE FOLLOWING CAUSES OF ACTION, EXCEPT FOR ATTORNEY'S FEES AND COSTS OF SUIT, THE NOTICE MAY BE PERSONAL DELIVERY TO THE TENANT OR ANY PERSON RESIDING AT THE PREMISES WHO IS 16 YEARS AFFIXING THE NOTICE TO THE INSIDE OF THE MAIN ENTRY DOOR. NOTICE REQUESTED, TO THE PREMISES IN QUESTION.

IF YOUR CAUSE OF ACTION (THE REASON YOU ARE FILING) IS:

- 1) DEFAULTS OF AN ORAL OR WRITTEN LEASE, i.e., NON-PAYMENT OF RENT, DOG ON PREMISES, ETC. :
3 DAYS WRITTEN NOTICE IS REQUIRED -CAN BE AS SHORT AS 1 DAY IF THAT SHORTER PERIOD IS PROVIDED FOR IN A WRITTEN LEASE. SOME NOTICE IS REQUIRED.
- 2) PERIODIC TENANCIES (MONTH TO MONTH, WEEK TO WEEK, ETC.) WHERE LANDLORD DESIRES POSSESSION. (THIS WOULD ALSO BE IN A CASE WHERE THE TENANT WAS HOLDING OVER AFTER THE EXPIRATION OF THE PRIMARY TERM OF THE LEASE): 3 DAYS WRITTEN NOTICE IS REQUIRED-CAN BE SHORTENED OR LENGTHENED BY WRITTEN LEASE OR AGREEMENT. SOME NOTICE IS REQUIRED. PERIODIC TENANCIES MAY REQUIRE A NOTICE TO TERMINATE THE LEASE OR AGREEMENT.
- 3) TENANT AT WILL OR TENANT AT SUFFERANCE:
3 DAYS WRITTEN NOTICE IS REQUIRED-CAN BE SHORTENED OR LENGTHENED BY WRITTEN LEASE OR AGREEMENT. SOME NOTICE IS REQUIRED.
- 4) TENANT AFTER TAX FORECLOSURE SALE OR TRUSTEE'S FORECLOSURE SALE:
IF A TENANT TIMELY PAYS RENT AND IS NOT OTHERWISE IN DEFAULT

UNDER THE TENANT'S LEASE AFTER FORCLOSURE ,THE PURCHASER MUST GIVE A RESIDENTIAL TENANT OF THE BUILDING AT LEASE 30 DAYS WRITTEN NOTICE TO VACATE IF THE PURCHASER CHOOSE NOT TO CONTINUE THE LEASE. THE TENANT IS CONSIDERED TO TIMELY PAY THE RENT IF DURING THE MONTH OF THE FORECLOSURE SALE, THE TENANT PAYS THE RENT FOR THAT MONTH TO THE LANDLORD BEFORE RECEIVING ANY NOTICE THAT A FORECLOSURE SALE IS RESCHEDULE DURING THE MONTH OR PAYS THE RENT FOR THAT MONTH TO THE FORECLOSURE LIENHOLDER OR THE PURCHASER THAT REQUESTS PAYMENT.

- 5) FORCIBLE ENTRY AND DETAINER SUITS(WHERE A PERSON ENTERS THE PROPERTY WITHOUT LEGAL AUTHORITY OR BY FORCE AND REFUSES TO SURRENDER POSSESSION ON DEMAND) :

ORAL OR WRITTEN NOTICE TO VACATE IMMEDIATELY OR BY A SPECIFIED DEADLINE.

- 6) OCCUPANTS IS A TENANT OF A PERSON WHO ACQUIRED POSSESSION BY FORCIBLE ENTRY:

3 DAYS WRITTEN NOTICE TO VACATE.

- 7) ATTORNEY'S FEES AND COSTS OF SUIT:

10 DAYS NOTICE BY REGISTERED OR CERIFIED MAIL RETURN RECEIPT REQUESTED. THE NOTICE PERIOD CAN BY SHORTENED OR WAIVED BY A WRITTEN LEASE. IF THE LEASE PROVIDES FOR ATTORNEY'S, THE NOTICE PROVISION IN THE LEASE CONTROLS. IF THE LEASE IS SILENT AS TO ATTORNEY'S FEES, A 10-DAY NOTICE IS REQUIRED. IF THE LANDLORD PROVIDES THE TENANT NOTICE FOR ATTORNEY'S FEES OR IF A WRITTEN LEASE ENTITLES THE LANDLORD OR THE TENANT TO RECOVER ATTORNEY'S FEE, THE PREVAILING TENANT IS ENTITLED TO RECOVER ATTORNEY'S FEES FROM THE LANDLORD. A PREVAILING PARTY IS ENTITLED TO RECOVER ALL COSTS OF COURT.

VENUE:

CASES OF FORCIBLE DETAINER AND FORCIBLE ENTRY AND DETAINER MUST BY FILED IN THE PRECINCT OF THE COUNTY WHERE ALL OF PARTY OF THE LEASED PREMISES ARE LOCATED.

COSTS:

THE FEES FOR FILING ON ONE DEFENDANT (i.e., JOHN DOE AND ALL OCCUPANTS) ARE \$67.00 -\$17.00-JUSTICE OF THE PEACE FILING FEE AND \$50.00- SHERIFF'S SERVICE FEE.) AN ADDITIONAL \$50.00 SERVICE FEE IS NEEDED FOR EACH ADDITIONAL DEFENDANT NAMED IN YOUR SUIT.

CITATION:

A CITATION (NOTICE TO THE DEFENDANT) IS PREPARED BY OUR OFFICE AND SENT WITH A COPY OF YOUR PETITION TO THE SHERIFF'S OFFICE FOR SERVICE ON THE DEFENDANT. WHEN TRHE CITATION IS PREPARED, IT IS GIVEN TO THE SHERIFF'S TO SERVED. THERE WILL BE A HEARING ON THE 7TH DAY FROM THE DATE OF SERVICE AT THE COURT WHERE YOU FILED THE CASE. BE SURE TO CALL THE CLERK TO ASCERTAIN THE HEARING DATE TWO – THREE (2-3) DAYS AFTER FILING THE CASE. IT IS THE RESPONSIBILTY OF THE PLAINTIFF TO STAY IN TOUCH WITH THE COURT TO DETERMINE YOUR HEARING DATE. FAILURE TO DO SO MAY RESULT IN YOUR CASE BEING DISMISSED FOR WANT OF PROSECUTION.

COURT :

AT THE TIME OF THE HEARING TO DETERMINE POSSESION OF THE LEASED PREMISES, YOU SHOULD BRING ANY RENT RECEIPTS, RENT LEDGERS, LEASE, ETC., YOU MAY HAVE TO SUPPORT YOUR CASES. WITNESSES SHOULD ALSO BE BROUGHT TO THIS HEARING.

TRIAL BY JURY:

YOU MAY REQUEST A TRAIL BY JURY UPON PAYMENT OF A \$5.00 JURY FEE NO LATER THAN 5 DAYS AFTER THE CITATION IS SERVED UPON THE DEFENDANT.

WHO MAY REPRESENTTHE PLAINTIFF:

- 1) NON-PAYMENT OF RENT OR THE TENANT IS HOLIDNG OVER AFTER THE RENTAL PERIOD, THE OWNER, AGENT (MANAGER) OR AN ATTORNEY MAY REPRESENT THE PLAINTIFF.

- 2) ANY OTHER REASON , FOR EXAMPLE, DEFAULTS ON EXECUTORY

CONTRACTS, MORTGAGE FORECLOSURES, FORCIBLE ENTRY AND DETAINER SUITS (TENANT ENTERS BY FORCE OR WITHOUT LEGAL AUTHORITY), DEFAULTS ON LEASE (DOG ON PREMISES , TOO MANY PEOPLE LIVING ON THE PREMISES, PUBLIC INDECENCY CONVICTIONS , ETC.) ONLY THE OWNER THE PREMISES OR AN ATTORNEY FOR THE OWNER MAY REPRESENT THE PLAINTIFF IN A TRIAL BY THE JUDGE OR JURY. IF THE DEFENDANT IN YOUR SUIT DOES NOT APPEAR AT TRIAL , THE OWNER OF THE PREMISES, AN AGENT (MANAGER) OR AN ATTORNEY FOR THE MAY APPEAR FOR THE PLAINTIFF AND SECURE A DEFAULT JUDGEMENT.

AFTER JUDGEMENT:

IF YOU ARE AWARDED A JUDGEMENT FOR POSSESSION OF THE PREMISES AND IF THE DEFENDANT DOES NOT MAKE A MOTION TO SET ASIDE DEFAULT JUDGEMENT WITHIN 5 DAYS FROM THE DATE THE JUDGEMENT IS SIGNED OR APPEAL THE CASE WITHIN 5 DAYS FROM THE DATE THE JUDGMENT IS SIGNED, YOUR REMEDY TO GAIN POSSESSION OF THE PREMISES IS A WRIT OF POSSESSION.

WRIT OF POSSESSION:

ON THE 6TH DAY AFTER A JUDGEMENT FOR POSSESSION IS AWARDED, YOU, AS PLAINTIFF, MAY REQUEST A WRIT OF POSSESSION. A WRIT OF POSSESSION ALLOWS THE SHERIFF TO OVERSEE THE MOVE-OUT OF THE DEFENDANT (S) FROM THE LEASED PREMISES, AND SEE THAT NO BREACH OF PEACE IS VIOLATED. THE FEE FOR FILING A WRIT OF POSSESSION IS \$65.00 (\$5.00-JUSTICE OF THE PEACE FILING FEE AND \$65.00 –SHERIFF SERVICE FEE. YOU MAY CALL THE SHERIFF'S OFFICE FOR HIS PROCEDURES ON EXECUTING A WRIT OF POSSESSION.

ADDITIONAL INFORMATION:

AT THE TIME YOU FILE YOUR FORCIBLE DETAINER SUIT, YOU MAY ALSO FILE FOR THE BACK RENT IN THE MAXIMUM AMOUNT OF \$5,000.00

IF YOU HAVE ANY ADDITIONAL QUESTIONS PLEASE CALL THE CIVIL DEPARTMENT AT (956) 721-2502.

No. _____

VS.

SWORN COMPLAINT FOR FORCIBLE DETAINER

Now comes _____, hereinafter referred to as Plaintiff, and files this his/her complaint against _____, hereinafter referred to as Defendant, and as grounds for His/Her Action, respectfully shows the Court the following:

- 1. Plaintiff resides in Webb County, TX and Defendant resides in Justice Precinct ___ of Webb County, Tx.
2. On the ___ day of _____ 20___, Plaintiff and Landlord, and Defendant as Tenant, entered into a Contract by the terms of which Plaintiff let and leased to the Defendant for the term of ___ months the following-Described Lands, Tenements and Real Property located in said Justice Precinct ___, of Webb County, Texas. To Wit: Being the Building and Premises located in said Justice Precinct ___ of Webb County, Texas being commonly known as: _____ and being Lot _____ Block _____, City of Laredo Texas, and on the ___ day of _____ 20___, under such lease Contract, Defendant, as Plaintiff's Tenant, entered upon such premises.
3. The aforesaid lease contract, specifically provided that, should Defendant, as tenant, default in the payment of rent as the same should become due and payable, Plaintiff, as landlord, would have the right and be entitled to terminate the same, together with Defendant's right of possession thereunder and that, upon such termination, Plaintiff would have the right to re-enter said premises and repossess the same as fully as though said lease had terminated by the expiration of the rental period and that Defendant would quietly and peaceably surrender and yield up possession of said premises to Plaintiff.
4. Defendant, as tenant, defaulted in paying rent under said contract for ___ months, and, on the ___ day of _____, 20___, Plaintiff, being the person entitled thereto as landlord, made demand in writing of Defendant for possession of such premises, and such notice and demand was delivered to Defendant in person on the same day.
5. Defendant has held over and continues to hold over said premises willfully and without force after such termination of the time for which the same were let and leased to him, after demand made in writing for the possession thereof by Plaintiff, who is entitled to the possession thereof, and has retained, and still retains possession thereof to Plaintiff's damage in the sum of \$ _____, being the rental value of said premises during such holding over.
6. Said contract of rental was mutually entered into between Plaintiff and Defendant, and provided that Defendant would have the use of such premises as tenant for a term of months, and that he/she would pay to Plaintiff on the ___th day of each month the sum of \$ _____, as rental therefor. Defendant entered into possession of said premises under said contract, and has remained in possession of same, enjoying the benefits of such contract, from the ___th day of _____, 20___ to the present time, but, though demanded of him, he has failed and refused and still fails and refuses to pay to Plaintiff the rental under such contract due for the months of _____ through _____, 20___ to Plaintiff's damage in the sum \$ _____.

Wherefore, premises considered, Plaintiff prays that Defendant be cited to appear herein as required by law, that, upon hearing hereof, Defendant be adjudged guilty of Forcible Detainer, that restitution of said premises be made to Plaintiff, and that Plaintiff recover of Defendant his/her rent and costs, and for such other relief as he may show himself to be justly entitled.

PLAINTIFF

THE STATE OF TEXAS, COUNTY OF WEBB
Before me, the undersigned authority, on this day personally appeared _____ who, on his oath, stated that the matters and facts set out in the above and foregoing complaint are true and correct. Sworn to and subscribed before me by the said _____ this ___ day of _____ 20___, to certify which witness my hand and seal of office.

JUSTICE OF THE PEACE, PRCT. ___, WEBB COUNTY, TEXAS

