

PETITION: EVICTION CASE

CASE NO. (court use only) \_\_\_\_\_

With suit for Rent

COURT DATE: \_\_\_\_\_

In the Justice Court, Precinct \_\_\_\_\_, McLennan County, Texas

PLAINTIFF \_\_\_\_\_  
(Landlord/Property Name)

VS. \_\_\_\_\_  
DEFENDANT(S): \_\_\_\_\_

Rental Subsidy ( if any) \$ \_\_\_\_\_  
Tenant's Portion \$ \_\_\_\_\_  
TOTAL MONTHLY RENT \$ \_\_\_\_\_

COMPLAINT: Plaintiff (Landlord) hereby complains of the defendant(s) named above for eviction of plaintiff's premises (including storerooms and parking areas) located in the above precinct. Address of the property is:

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

1. SERVICE OF CITATION: Service is requested on defendant(s) by personal service at home or work or by alternative service as allowed by the Texas Justice Court Rules of Court. Other addresses where the defendant(s) may be served are:

2.  UNPAID RENT AS GROUNDS FOR EVICTION: Defendant(s) failed to pay rent for the following period(s): \_\_\_\_\_ . TOTAL DELINQUENT RENT AS OF FILING IS: \$ \_\_\_\_\_

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.

3.  OTHER GROUNDS FOR EVICTION/LEASE VIOLATIONS: Lease Violations (if other than non-paid rent; list lease violations)

4.  HOLDOVER AS GROUNDS FOR EVICTION: Defendant(s) are unlawfully holding over since they failed to vacate at the end of rental term or renewal of extension period, which was the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

5. NOTICE TO VACATE: Plaintiff has given defendant(s) a written notice to vacate (according to Chapter 24.005 of the Texas Property Code) and demand possession. Such notice was delivered on the \_\_\_\_\_ day of \_\_\_\_\_ and delivered by this method: \_\_\_\_\_

6. ATTORNEY FEES: Plaintiff  will be or  will NOT be seeking applicable attorney fees. Attorney's name, address, phone & fax numbers are: \_\_\_\_\_

7.  BOND FOR POSSESSION: If Plaintiff has filed a bond for possession, Plaintiff requests (1) that the amount of Plaintiff's bond and Defendant's counter bond be set, (2) that Plaintiff's bond be approved by the Court, and (3) that proper notice as required by the Texas Justice Court Rules are given to Defendant(s).

8. CARES ACT, CDC EVICTION MORATORIUM ORDER, EVICTION DIVERSION PROGRAM: I hereby incorporate by reference the attached Verification of Compliance with Sections 4023 and 4024 of the CARES Act, CDC Eviction Moratorium Order and Eviction Diversion Program. PROCEEDING WITH A NONPAYMENT OF RENT EVICTION OF A "COVERED PERSON" DESPITE RECEIVING A DECLARATION CARRIES A FINE UP TO \$100,000 UNDER FEDERAL LAW.

REQUEST FOR JUDGMENT: Plaintiff requests that Defendant(s) is served with the citation and that Plaintiff is awarded a judgment against Defendant(s) for: possession of the premises, including removal of Defendant(s) and Defendant(s) possessions from the premises, unpaid rent, if set forth above, attorney's fees, court costs, and interest on the above sums at the rate stated in the lease, or if not so stated, at the statutory rate for judgments.

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

Plaintiff's Printed Name

Signature of Plaintiff or Agent or Attorney

DEFENDANT'S INFORMATION (if known):

DATE OF BIRTH: \_\_\_\_\_  
\*LAST 3 NUMBERS OF DRIVER'S LICENSE: \_\_\_\_\_  
\*LAST 3 NUMBERS OF SOCIAL SECURITY: \_\_\_\_\_  
DEFENDANT'S PHONE NUMBER: \_\_\_\_\_

Address of Plaintiff or Agent or Attorney

City State Zip

Phone & Fax No. of Plaintiff or Agent or Attorney

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

Notary

(seal)

Cause No. \_\_\_\_\_

\_\_\_\_\_  
Plaintiff(s)

Vs.

\_\_\_\_\_  
Defendant(s)

§  
§  
§  
§  
§

IN THE JUSTICE COURT

PRECINCT \_\_\_\_\_

MCLENNAN COUNTY, TEXAS

**AFFIDAVIT OF MILITARY STATUS OF DEFENDANT(S)**

Before me the undersigned notary or clerk of the justice court, on this day personally appeared the undersigned affiant whose identity is known to me. After I administered an oath to such affiant, he or she upon oath and under penalty of perjury (fine and/or up to one year in jail), stated the following:

My name is \_\_\_\_\_ I am [check one]  the plaintiff or  an authorized agent of the plaintiff in the case described at the top right 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.

[check or fill in as applicable]

- 1. No defendant in this case is on active duty in the U.S. military (Army, Navy, Air Force, Marines, or Coast Guard). The facts on which I base my conclusion are as follows:
- 2. Defendant [insert name(s)] \_\_\_\_\_ is on active duty in the U.S. military.
- 3. Defendant \_\_\_\_\_ has been deployed by the U.S. military to a foreign country.
- 4. Plaintiff and the undersigned (if the undersigned is acting as an agent of plaintiff) are not able to determine whether any defendant is with the U.S. military—except for any defendant named in paragraph 2 above.
- 5. Plaintiff and the undersigned (if the undersigned is acting as an agent of plaintiff) are not able to determine whether any defendant who is in the U.S. military has been deployed to a foreign country—except for any defendant named in paragraph 3 above.
- 6. Defendant \_\_\_\_\_ has signed, while on active duty, a separate, limited written waiver or a written lease containing a limited waiver of his or her rights under the U.S. Servicemembers Civil Relief Act of 2003.

\_\_\_\_\_  
Signature of Affiant

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

\_\_\_\_\_  
Notary

(seal)

Cause No. \_\_\_\_\_

\_\_\_\_\_  
Plaintiff(s)

Vs.

\_\_\_\_\_  
Defendant(s)

§  
§  
§  
§  
§

IN THE JUSTICE COURT

PRECINCT \_\_\_\_\_

MCLENNAN COUNTY, TEXAS

**CERTIFICATE OF LAST KNOWN MAILING ADDRESS**

I, \_\_\_\_\_, the undersigned, do hereby certify that the last known address of the Defendant(s) is as follows:

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Certified to by,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

CAUSE NO. \_\_\_\_\_

_____	§	IN THE JUSTICE COURT
PLAINTIFF	§	
	§	
v.	§	PRECINCT NO. _____
	§	
_____	§	
DEFENDANT	§	<u>MCLENNAN</u> COUNTY, TEXAS

**VERIFICATION OF COMPLIANCE WITH SECTIONS 4023 AND 4024 OF THE CARES ACT AND THE CDC ISSUED FEDERAL EVICTION MORATORIUM ORDER**

My name is: \_\_\_\_\_  
*First*
*Middle*
*Last*

I am (check one)  **the 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.

**1. Verification:**

a. Plaintiff is seeking to recover possession of the following property:

\_\_\_\_\_  
*Name of Apartment Complex (if any)*

\_\_\_\_\_  
*Street Address & Unit No. (if any)*
*City*
*County*
*State*
*ZIP*

b. I verify that this property (select the **one** that applies):  **is**  **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 whether the property has a federally backed mortgage loan or federally backed multifamily mortgage loan, and if not, which database or information you have used to determine that fact.)*

\_\_\_\_\_  
*(If the property does not have a federally backed mortgage loan or federally backed multifamily mortgage loan, please state whether or not: (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.)*

c. I verify that I have reviewed the information about the Texas Eviction Diversion Program, found at [www.txcourts.gov/eviction-diversion](http://www.txcourts.gov/eviction-diversion).

d. I verify that plaintiff (select the **one** that applies):  is  is **NOT**  
a “multifamily borrower” currently under forbearance under Section 4023 of the CARES Act.

e. I verify that plaintiff (select the **one** that applies):

has provided the defendant with 30 days’ notice to vacate as required under Section 4024(c) and 4023(e) of the CARES Act.

has **NOT** provided the 30 days’ notice, because the property is not a “covered dwelling.”

f. I certify that the plaintiff:  has  has **NOT** received a CDC Sworn Declaration from the tenant stating that they are a “covered person” under the CDC issued Federal Eviction Moratorium Order. *Any landlord proceeding with a nonpayment eviction of a “covered person” despite receiving a Declaration can be fined up to \$100,000 under federal law.*

**2. Declaration or Notary:** Complete **ONLY ONE** of the two following sections:

a. **Declaration:** I declare under penalty of perjury that everything in this verification is true and correct. My name is : \_\_\_\_\_

My birthdate is: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Month Day Year

My address is:

\_\_\_\_\_  
Street Address & Unit No. (if any) City County State ZIP

Signed on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ in \_\_\_\_\_ County, Texas.  
Month Day Year

\_\_\_\_\_  
**Your Signature**

**OR**

b. **Notary:** I declare under penalty of perjury that everything in this verification is true and correct. **(COMPLETE SECTION A IF YOU ARE NOT SIGNING IN FRONT OF A NOTARY)**

\_\_\_\_\_  
Your Printed Name

\_\_\_\_\_  
**Your Signature** (sign only before a notary)

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

\_\_\_\_\_  
**Notary**

(seal)

CARES Act  
Public Law 116-136

**SEC. 4023. FORBEARANCE OF RESIDENTIAL MORTGAGE LOAN PAYMENTS FOR MULTIFAMILY PROPERTIES WITH FEDERALLY BACKED LOANS.**

(a) **IN GENERAL.**—During the covered period, a multifamily borrower with a Federally backed multifamily mortgage loan experiencing a financial hardship due, directly or indirectly, to the COVID-19 emergency may request a forbearance under the terms set forth in this section.

(b) **REQUEST FOR RELIEF.**—A multifamily borrower with a Federally backed multifamily mortgage loan that was current on its payments as of February 1, 2020, may submit an oral or written request for forbearance under subsection (a) to the borrower’s servicer affirming that the multifamily borrower is experiencing a financial hardship during the COVID-19 emergency.

(c) **FORBEARANCE PERIOD.**—

(1) **IN GENERAL.**—Upon receipt of an oral or written request for forbearance from a multifamily borrower, a servicer shall—

(A) document the financial hardship;

(B) provide the forbearance for up to 30 days; and

(C) extend the forbearance for up to 2 additional 30 day periods upon the request of the borrower provided that, the borrower’s request for an extension is made during the covered period, and, at least 15 days prior to the end of the forbearance period described under subparagraph (B).

(2) **RIGHT TO DISCONTINUE.**—A multifamily borrower shall have the option to discontinue the forbearance at any time.

(d) **RENTER PROTECTIONS DURING FORBEARANCE PERIOD.**—A multifamily borrower that receives a forbearance under this section may not, for the duration of the forbearance—

(1) evict or initiate the eviction of a tenant from a dwelling unit located in or on the applicable property solely for nonpayment of rent or other fees or charges; or

(2) charge any late fees, penalties, or other charges to a tenant described in paragraph (1) for late payment of rent.

(e) **NOTICE.**—A multifamily borrower that receives a forbearance under this section—

(1) may not require a tenant to vacate a dwelling unit located in or on the applicable property before the date that is 30 days after the date on which the borrower 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 forbearance.

(f) **DEFINITIONS.**—In this section:

(1) **APPLICABLE PROPERTY.**—The term “applicable property”, with respect to a Federally backed multifamily mortgage loan, means the residential multifamily property against which the mortgage loan is secured by a lien.

(2) **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.

(3) **MULTIFAMILY BORROWER.**—the term “multifamily borrower” means a borrower of a residential mortgage loan that is secured by a lien against a property comprising 5 or more dwelling units.

(4) **COVID-19 EMERGENCY.**—The term “COVID-19 emergency” means the national emergency concerning the novel coronavirus disease (COVID-19) outbreak declared by the President on March 13, 2020 under the National Emergencies Act (50 U.S.C. 1601 et seq.).

(5) **COVERED PERIOD.**—The term “covered period” means the period beginning on the date of enactment of this Act and ending on the sooner of—

(A) the termination date of the national emergency concerning the novel coronavirus disease (COVID-19) outbreak declared by the President on March 13, 2020 under the National Emergencies Act (50 U.S.C. 1601 et seq.); or

(B) December 31, 2020.

**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).