

**General information for  
Filing your Complaint with JP2 Court**

Please visit our website at <http://www.co.el-paso.tx.us/jp/jp2.htm> to obtain the "Forms and Helpful Links" to properly file with our court.

Want to know how to properly fill out the complaint? Please see the Eviction Complaint Guideline on our website.

Want to know the Eviction process? Please see the Eviction Information on our website.

Once you have filled out and complete the complaint form you must sign your complaint in the presence of a Notary Public. If you do not know of a Notary Public then you may sign the complaint in the presence of our Court Clerk.

You need to provide the court with a copy of the complaint for each person named at the top of the complaint form. For example, if you name a Plaintiff and two Defendants you will need the original form and three copies to appropriately file with the Court. If you need a copy for your records you will need a fourth copy. If you request our office to make copies, you will be charged \$1.00 for the first page and .25¢ for each additional page.

**Our Court Clerks are trained in procedure only, and cannot give any legal advice.**

Legal advice can only be obtained from an attorney. Should you feel you need legal advice please contact El Paso Bar Association at 532-7052 and/or Legal Aid 585-5100.

**Need a certified interpreter?**

You may reach Mr. Avila at 276-8218 or the Counsel of Judges at 546-2143.

**Military Service**

**YOUR CASE MAY BE DISMISSED  
IF YOU FAIL TO ATTACH  
THE SERVICE MEMBERS CIVIL RELIEF ACT (SCRA)**

**You must obtain and attach to the complaint the Military Status Report.**

You can obtain this information at <https://www.dmdc.osd.mil/scra/owa/home>. You must provide the court a Military Status Report for each Defendant. Enter as much information you have. If you do not have the social security number, enter zeros. (see example "A") then select "LookUp." Print your result (see example "B"). Attach your result with the original complaint.

**Court Costs**

Case type	Fees with one Defendant	Fees for each additional Defendant
Evictions	\$25 filing fee + \$6 indigent legal services + \$100 citation fees = <b>\$131.00</b>	\$100.00 citation fee

Method of payment: cash, money order, cashier checks, debit card and most credit cards.  
We do **not** accept personal checks, business checks, or Visa Credit.



The only Official Department of Defense  
Servicemembers Civil Relief Act (SCRA) website.

Information provided FREE of charge.  
[50 USC Appx. §§ 501 et seq, as amended]

[Home](#)

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[User Guide](#)



Users Guide  
requires  
Acrobat Reader  
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## SCRA Single Record Request

Enter the individual's information below:

\* Information is required

*SSN	000000000	*Repeat SSN	000000000
*Last Name	Doe	*Last Name	Doe
First Name	John	First Name	John
Middle Name		Middle Name	
Birth Date (MM/DD/YYYY)		Birth Date (MM/DD/YYYY)	
Active Duty Status Date (MM/DD/YYYY)			

Default Active Duty Status Date will be 05/07/2012

*Responses to your inquiries are based on the information entered and can take up to 15 seconds after clicking "Look Up".*

## EXAMPLE "A"



**Status Report  
Pursuant to Servicemembers Civil Relief Act**

Last Name: Doe First Name: John Active Duty Status Date May-07-2012

Active Duty End Date	Status	Service Component
On Active Duty On Active Duty Status Date		
NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date		

Left Active Duty Within 367 Days of Active Duty Status Date		
NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date		

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date		
NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty		

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

*Mary M. Snavelly-Dixon*

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
4800 Mark Center Drive, Suite 04E25  
Arlington, VA 22350

**EXAMPLE "B"**

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

Plaintiff \_\_\_\_\_ In the Justice Court, Precinct Two

Vs.

Defendant(s) \_\_\_\_\_ County of El Paso, Texas

(And All Occupants)

### EVICTON 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 No. (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, if necessary. Any work addresses or other addresses of defendant(s) known 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 tenants or 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 contract (contract for deed): Defendant(s) continue to occupy the premises 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 dependent 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) of 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 \_\_\_\_\_, 20\_\_ 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 EVICTION. The ground or grounds for eviction 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 EVICTION IS FOR NON-PAYMENT OF RENT: Defendant(s) have failed to pay the rent for the period beginning \_\_\_\_\_, 20\_\_\_\_. The total unpaid rent to time of filing this eviction complaint is \$ \_\_\_\_\_. The rent is \$ \_\_\_\_\_ per  month  week or  other rental period *(describe period)* \_\_\_\_\_. The most recent rental due date prior to filing this eviction complaint was \_\_\_\_\_, 20\_\_\_\_.

IF EVICTION 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 EVICTION 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 \_\_\_\_\_, 20\_\_\_\_.

IF EVICTION IS FOR HOLDING OVER AFTER FORECLOSURE: Defendants are unlawfully holding over after foreclosure of a prior lien. Plaintiff owns the premises 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 EVICTION 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 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 EVICTION 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 EVICTION IS FOR PROPERTY DAMAGE: Defendant has caused substantial property damage to the premises. *(State facts briefly.)* \_\_\_\_\_

IF EVICTION IS FOR TRESPASS: *(check as applicable)* Plaintiff is entitled to possession of the premises because defendant(s) are trespassers, having entered onto the premises without 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 EVICTION 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 eviction is based on non-payment of rent, plaintiff requests judgment for unpaid rent in the amount of \$ \_\_\_\_\_, through the time of filing, and 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 \_\_\_\_\_ acknowledge 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

PLAINTIFF \_\_\_\_\_  
*(as stated at top of page 1)*

Street address \_\_\_\_\_

By \_\_\_\_\_  
Signature

City \_\_\_\_\_

The above is the signature of *(check only one)*

State and zip \_\_\_\_\_

plaintiff

Phone, if any \_\_\_\_\_

Plaintiff's authorized agent

Fax, if any \_\_\_\_\_

plaintiff's attorney

Email, if any \_\_\_\_\_

Printed name of person signing \_\_\_\_\_

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

STATE OF TEXAS  
COUNTY OF EL PASO

Sworn to and subscribed before me by the above signatory on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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