

PLAINTIFF'S CIVIL INFORMATION

2. **1. Small Claims can only render a judgment for Recovery of Money. The filing fee in Small Claims Court is \$86.00**
3. **A Civil suit may be filed for property or its value. The filing fee in Justice Court is \$86.00**
4. It is your responsibility to prepare all forms when filing a Small Claims of Justice Court suit if you choose not to hire an attorney. Our office will supply you with this packet of forms and samples, however **we cannot give you any legal advice or help you fill out these forms.**
5. It is your duty to provide correct address or location where service of citation may be obtained by the Constable.
6. When you are filing a Small Claims or Civil suit, you are only making an allegation that you should recover from the defendant, on your trial date you must be prepared to prove your case if the defendant denies your allegations.
7. You should remember that hearsay evidence is inadmissible and cannot be used if objected to by the defendant. Examples of hearsay evidence are affidavits, garage estimates, police reports, and what other people orally said. Whenever possible you should have these people appear on your court date to testify in your behalf. Another example is when a suit is filed for faulty mechanical work in your vehicle, you should have an expert witness to back up your allegations, an expert witness in this type of case would be a person who has mechanical experience by virtue of his professions and/or experience.
8. On your court date bring with you any evidence of your claim (such as receipts, invoices, canceled checks etc.) and any witness you intend to have testify on your behalf. Pictures might be helpful in proving your case.
9. If witnesses are required, you may subpoena them to court by asking for the subpoena and paying the required fee (\$55.00 per person). The subpoena should be requested several days prior to trial.
10. After you present your case at the trial as to your right to recover, the defendant then presents his defense to you claim and explains why you should not recover.
11. After both plaintiff and defendant have rested their case, the Court will enter a judgment that the plaintiff recovers from the defendant all, part or none.
12. If you recover a judgment, the defendant has ten days in which to appeal to the County Court At Law.
13. Should the Court rule that you recover nothing, you must appeal the ruling within ten days or your right to recover is forever lost.
14. If the defendant does not appeal within ten days, the judgment is final.

REMEDIES AFTER JUDGMENT

1. **The court can only grant you a judgment and cannot guarantee that your judgment will be paid if the defendant proves that he does not have the money to pay you.** You may accept payment on your judgment if you wish and if the defendant defaults on your agreement you may still file for an execution at a later date for the balance of your judgment.
2. If you obtain a final judgment you may file an abstract, writ of execution, or garnishment as after judgment remedies.
3. An abstract may be issued ten days from date of judgment. This abstract of judgment should be filed by you at County Clerks Office in the County Courthouse in El Paso.
4. An execution may be issued thirty days from date of judgment. The fee for a writ of execution is \$5.00 payable to this court. The Sheriff's fee for executing your writ (going out to try to collect your judgment) is \$200.00. This fee will be charged to the defendant if your judgment is collected, however if the Sheriff is unable to collect your judgment because the defendant has not money or personal property that is not exempt by law, then you will be charged the \$200.00 by their office. If at this time you do not believe the defendant has the funds to satisfy your judgment you may request your writ of execution at a later date.

PLEASE NOTE THE STATUTE OF LIMITATION TO FILE IS 2 YEARS OR LESS FROM THE DAY OF ACCIDENT/TRANSACTION/INCIDENT OCURRED.

IT IS YOUR RESPOSIBILITY TO OBTAIN A CERTIFIED TRANSLATOR. IT IS YOUR RESPONSIBILITY TO PAY FOR THE SERVICES. (THE COUNTY NO LONGER PAYS FOR THIS SERVICE.)

INSTRUCCIONES CIVILES PARA EL DEMANDANTE

1. **Una Corte de Reclamaciones Pequeñas solo puede concederle dinero. El precio para iniciar la demanda es \$86.00**
2. **Una demanda civil es sobre propiedad personal o su valor. El precio para iniciar la demanda es \$86.00**
3. **Por razones de una nueva ley que se efectuó recientemente, se le prohíbe a la corte asistir en llenar los documentos para demanda.** Es su responsabilidad obtener las formas, completar la información necesaria y regresarlas a nuestra oficina. Requiere que estas formas se completen en inglés. Si Ud. no escribe inglés, puede llevarse las formas para que otra persona ayude.
4. Es su obligación de dar un domicilio correcto o dar una localidad donde el Correspondiente pueda servir al demandado una citación de corte.
5. A tiempo que Ud. archiva su demanda civil. Ud. solamente está haciendo una alegación de que Ud. debe de recobrar de el demandado. En el día de Corte Ud. tiene que probar sus alegaciones.
6. Ud. debe recordar que la evidencia que se sabe o dicho por cuenta de otros no es admisible y no se puede usar si el demandado hace una objeción. Para ser admisible, la persona que le contó o le dijo, tiene que estar presente con Ud. el día su audiencia como testigo suyo. Ejemplos de evidencia que se sabe por dicho de otros son declaraciones juradas, presupuesto de taller, reportes de policía y lo que otras personas le han dicho oralmente. Siempre que sea posible Ud. debe de traer estas personas para que den testimonio a su favor.
7. Cuando Ud. archiva una demanda por algún trabajo defectuoso ya sea en su vehículo o en su casa Ud. debe de traer con Ud. a su audiencia un testigo experto para probar sus alegaciones. Un testigo experto en ese tipo de demanda viene siendo una persona con experiencia en mecánica o albanil por virtud de su profesión.
8. Si Ud. requiere algún testigo que no desea presentarse voluntariamente, Ud. puede pedir a la corte que mande una citación legal mandando a esa persona que se presente por orden de la ley. Para mandar esa citación se requiere que Ud. la pague (\$55.00 por persona) y que se pida varios días antes de que su caso se lleve a prueba.
9. Después de que el demandante y el demandado han terminado de presentar su caso en el día de corte acerca de su derecho de recobrar, entonces el demandado presenta su defensa a su demanda y explica porque Ud. no debe de recobrar lo que Ud. está pidiendo.
10. Después de que el demandante y el demandado han terminado de presentar su caso, la corte va a declarar su decisión, sea que el demandante recobre de el demandado todo, parte, o nada.
11. Si la demanda es a su favor, el demandado tiene 10 días para apelar el caso a una corte superior.
12. Si la corte decide que Ud. no recobre nada de su demanda, Ud. tiene que apelar la decisión entre 10 días o su derecho de recobrar se pierde para siempre.
13. Si el demandado no apela el caso en 10 días, la decisión de la corte es final.

RECURSOS DESPUES DE LA DECISION DE CORTE

1. **La corte solamente puede dar una decisión pero no puede garantizar que el demandado le pague su dinero si él prueba que no tiene dinero con que pagar.** Si el demandado se ofrece a darle abonos Ud. puede; y se recomienda, que los acepte.
2. Si la decisión es final Ud. puede después de 10 días, obtener un resumen de su juicio y este debe ser archivado en la oficina del El Paso County Clerk.
3. Si el demandado no le ha pagado después de 30 días Ud. puede pedirle a la corte un auto de ejecución. Esto es una orden de corte dirigida en El Paso County Sheriff Department que vayan ellos a tratar de cobrar su juicio. Esto le cuesta a Ud. \$5.00 por la orden y el Sheriff Department cobra \$200.00 por servirle. Si ellos cobran su juicio, esta recompensa se la cobran a el demandado, pero si él no tiene dinero ni propiedad personal que no este amparada por ley, la recompensa se la cargan a Ud.
4. **LA CORTE ES EN INGLES. SI GUSTA PUEDE OBTENER UN TRADUCTOR CERTIFICADO. ES SU RESPONSABILIDAD DE PAGAR POR EL SERVICIO. (EL CONDADO DE EL PASO YA NO PAGA POR ESTE SERVICIO.)**

No. _____

PAUL PLAINTIFF
(Plaintiff-person filing claim)

JUSTICE COURT OR
SMALL CLAIMS COURT
JUSTICE PRECINCT NO. 6 PLACE 1

VS.

DUDLEY DEFENDANT
(Defendant-person being sued)

EXAMPLE

PAUL PLAINTIFF _____, whose address is _____
Plaintiff's Name

123 Fourth St. El Paso, Texas 79907 851-8910
Street address Apt # City State Zip Code Phone

_____, whose address is _____

hereinafter called Plaintiff _____, on oath deposes and says that

DUDLEY DEFENDANT _____, whose address is _____
Defendant's Name

456 Seventh St. El Paso, Texas 79997 851-8911
Street Address, Apt.# City State Zip Code Phone

hereinafter called Defendant _____, justly indebted to Plaintiff _____, in the sum of \$ _____
(is or are)

for damages to 1969 Chevrolet car resulting from an accident that occurred on 9/21/87 at Highway 20 and Passmore Rd. in El Paso, County Texas.

In the sum of \$100 "or" the return on one Sears 19 inch lawn mower Serial #5678. Mower was loaned to defendant on 5/16/87 and he has refused to return the mower or pay for its value.

And that there are no counterclaims existing in favor of the Defendant _____ and against the Plaintiff _____ except:

NONE

Signature

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

Judge, Small Claims Court

No. _____

_____, **Plaintiff**

VS.

_____, **Defendant**

**JUSTICE COURT OR
SMALL CLAIMS COURT
JUSTICE PRECINCT NO. 6
PLACE 1**

_____, whose address is
Plaintiff's Name

Street Address, Apt. # P.O. Box City State Zip Code Phone

_____, whose address is

hereinafter called Plaintiff _____, on oath deposes and says that

_____, whose address is
Defendant's Name

Street Address Apt. # P.O. Box City State Zip Code Phone

_____, whose address is

P.O. Box

hereinafter called Defendant _____, justly indebted to Plaintiff _____, in the sum of \$ _____

For _____

and that there are no counterclaims existing in favor of the defendant _____, and against the Plaintiff _____, except:
NONE

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

Signature

Court Clerk, Small Claims Court, Justice of
The Peace Precinct No. 6 Place 1
El Paso County, Texas

DOCKET NO. _____

CASE NO. _____

**AFFIDAVIT
SERVICEMEMBERS CIVIL RELIEF ACT SEC. 201 (b)**

PLAINTIFF BEING DULY SWORN ON HIS OATH DEPOSES AND SAYS THAT
DEFENDANT (S)

- IS NOT IN THE MILITARY
- NOT ON ACTIVE DUTY IN THE MILITARY AND/OR
- NOT IN A FOREIGN COUNTRY ON MILITARY SERVICE
- IS ON ACTIVE MILITARY DUTY AND /OR IS SUBJECT TO THE SERVICE
MEMBERS RELIEF ACT OF 2003.
- DEFENDANT HAS WAIVED HIS RIGHTS UNDER THE SERVICE MEMBERS
RELIEF ACT OF 2003.
- MILITARY STATUS IS UNKNOWN AT THIS TIME: _____

PLAINTIFF

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
CLERK OF THE JUSTICE COURT

**Penalty for making or using false affidavit- A person who makes or uses an affidavit knowing to be false, shall be
fined \$10,000 as provided in title 18 United States Code, or imprisoned for not more than one year, or both.**

PLAINTIFF

Vs

NO. _____

DEFENDANT

***This sheet must be completed at time of filing claim. In English or Spanish.**

***Esta pagina necesita estar completa al tiempo de poner la demanda. En Ingles o Espanol.**

I _____ acknowledge that if I need a certified translator at the time of trial. **I will be responsible for obtaining a translator certified by the state of Texas and the cost.**

Date: _____ Signature: _____

Date: _____ Clerk Signature: _____

Yo _____ reconosco que si necesito un traductor certificado por El Estado de Tejas. **Yo sere responsable por conseguir un traductor y el costo.**

Fecha: _____ Firma: _____

Fecha: _____ Firma de Oficinista: _____

Defendant Information Sheet Only

- When you are sued and served with a citation from the **Constable**, you must answer the suit on or before the Monday, which follows the tenth day form the date of service. You must file an answer in writing with the Court (address on citation) and send a copy to the plaintiff. **The Judge is not permitted to discuss the case with you prior to trial.** If you have a question about procedures, please ask the Clerk (915) 851-2019. If you have a legal question, please ask your attorney.
- If you contest the suit, you may ask for a trial by Judge or before a jury. **If you desire a jury trial, you must request it (ASAP) and pay a \$5.00 jury fee.**
- **You or your attorney is required to notify the Court Clerk immediately if your address changes during the course of this suit. Failure to do so may result in a fine.**
- You should prepare a proper defense if you go to trial even though the burden of prove is on the plaintiff.
- After the plaintiff presents his case at the trial as to his/hers right to recover, you are then allowed to present your defense as to why he/she should not recover.
- **Remember that hearsay evidence is inadmissible and cannot be used if objected by the plaintiff. Examples (what other people said, affidavits).**
- If witnesses are required, you may subpoena them to Court by asking for the subpoena and paying the required fee. The subpoena should be requested at least **fifteen (15) days before trial.**
- When the plaintiff and you rest your case, the Court will enter a judgment that plaintiff recovers from you all, part or nothing.
- If a judgment is rendered against you, you may appeal the ruling of this Court to the County Court within **ten (10) days**, and pay required bond or fees.
- Should the Court rule that the plaintiff recovers nothing from you, the plaintiff may appeal within **ten 10) days.**
- Should the plaintiff recover a judgment against you and you do not appeal it, the plaintiff may then take further legal action against you to collect the amount of the judgment plus court cost and interest.
- The plaintiff may ask for a **Writ of Execution** is issued to the Constable or Sheriff to collect the judgment from you by levying on certain belongs that you own and sold at public auction until judgment is paid in full.
- The plaintiff may obtain an **Abstract of judgment** from the Court and file it with the County Clerk; this will go against your credit and accrues interest until paid in full.
- The plaintiff may file for a **Writ of Garnishment**, (to garnish money, or assets belonging to you).

EVICTION INFORMATION AND FORMS

1. It is your responsibility to prepare all eviction forms when filing an eviction suit if you choose not to hire an attorney. **Our office will supply you with this packet and samples, however we cannot give you any legal advice or help you fill out the forms.**
2. An eviction suit must be filed in the Justice precinct where the rental property is located.
3. Texas Property Code, Sec. 24.005 sets out the notice requirements for eviction suits.
4. The notice to vacate must be in writing and should be unconditional; i.e., it should tell the tenant to vacate by a specific date in no uncertain terms. A non-payment of rent notice form is included in this packet.
5. Unless there is an agreement in writing between the parties shortening the notice requirements, the landlord must wait three days after the notice to vacate is served before filing a suit for eviction.
6. When filing, the landlord must bring the following:
 - (a) a copy of the lease if there is a written lease.
 - (b) A copy of the notice to vacate
 - (c) **\$131.00** for filing and service on one person (additional service is \$100.00 per person); and
 - (d) **all work and residence addresses and telephone numbers of the tenant(s) known by the landlord.**
7. Generally, all parties named in the lease should be sued and served with a citation in the eviction proceeding. Any judgment granted will run only against those who are specifically named and served. Personal service is required to obtain a default judgment for back rent, however a judgment for restitution of premises may be obtained with substitute service.
8. The owner's agent may file any type of eviction suit and may represent the owner at any default judgment hearing. If the case is contested an agent may represent either party if the case involves non-payment of rent or holding over. The parties or their attorneys must try all other types of evictions if the case is contested.
9. A suit for rent may be included with the eviction suit if the amount is within the jurisdiction of the Justice Court. **Charges for items other than rent cannot be joined with the suit for eviction.**
10. A default judgment can be granted if the tenant fails to appear on the date set for trial unless a continuance is granted by the Court.
11. The tenant may answer the suit by personally appearing in court with the civil clerk.
12. Either party to the lawsuit has **(5) days to appeal** the court's decision. The appeal is perfected by the filing of an appeal bond or pauper's oath at that time. A properly filed appeal stops all further Justice Court proceedings until a decision is rendered by the County Court-at-Law.
13. **If neither party appeals, the landlord may obtain a Writ of Possession from the court after the five (5) day period for appeal has passed.** The writ costs \$5.00 and is an order to the Sheriff to cause the tenant to vacate the premises. You must deliver the writ together with a fee of \$200.00 to the Sheriff's Department. Questions pertaining to the execution of the Writ should be directed to the Sheriff's Office, Civil Division.
14. **The court is held in English. You have the right to obtain a certified translator. The County of El Paso no longer pays for this service. It would be your responsibility to pay the cost.**

DO NOT DISCONNECT UTILITY SERVICES TO THE PREMISES BEFORE YOUR CASE COMES TO TRIAL WITHOUT CONSULTING AN ATTORNEY.

ANTES DE PRESENTAR SU DEMANDA DEBE USTED LEER ESTA INSTRUCCIONES

GESTIONES PARA DESPOJO EL TRIBUNAL DE JUSTICIA, 6 DISTRITO CONDADO DE EL PASO, TEXAS

2. Si decide no contratar abogado, es su responsabilidad preparar las formas para presentar su demanda para despojar. Nuestra oficina le proporciona este paquete de formas y ejemplos, pero **no podemos asesorarlo sobre la ley ni ayudarlo a llenar las formas.**
3. La demanda para despojar debe registrarse en el Tribunal del distrito en que se encuentra la propiedad en alquiler.
4. La Fraccion 24.005 de Codigo de Texas Sobre Propiedades, explica los requisitos para notificar en demandas para despojar.
5. La notificacion para despojar debe dars por escrito y debe ser incondicional; es decir, debe decirsele la inquilino en terminos directos, que desaloje la propiedad en una fecha especifica.
6. El propietario debera esperar tres dias despues de que se entrega la notificacion de despojo antes de presentar su demanda, a menos que entre las partes exista un acuerdo para reducir los requisitos para notificar.
7. Al presentar su demanda, el propietario debera traer consigo:
 - (a) una copia del contrato de renta;
 - (b) una copia de la notificacion de despojo;
 - (c) **\$131.00** para registrarla y para notificar a una persona (para notificaciones adicionales-\$100.00 por persona); y
 - (d) todas las direcciones y telefonos de las trabajos y domicilios del/de los inquilino (s) de los que este enterado el propietario.
8. En un proceso para despojar, generalmente todas las personas nombradas en un contrato de Renta deben ser demandadas y notificadas por citatorio. Cualesquier sentencia que se otorgue sera efectiva solamente contra las personas que se nombran especificamente y se han notificado.
9. El representante del propietario puede presentar cualesquier clase de demanda para despojo y puede representar al propietario en cualesquier audiencia para un fallo por falta de comparecencia. Si hay deputa, ambas partes pueden tener un representante si se trate de una demanda por no pagar renta o por retencion de la propiedad. Las partes o sus abogados deberan tartar todas las otras clases de despojos si el caso es disputado.
10. Junto con la de manda para despojo se puede presentar una demanda por renta si la cantidad que se debe queda dentro de la jurisdiccion del Tribunal de Justicia. Demandas por otras cosas que no sean renta no se pueden incluir en la demanda para despojar.
11. A menos que el Tribunal otorgue un aplazamiento, si el inquilino no comparece en la fench fijada para el juicio el Tribunal puede fallar en su contra por no comparecencia.
12. Sera necesario que el propietario, o su agente, co mparezca y declare bajo juramento para que un fallo por renta sea otorgado.
13. El inquil ino puede contestar la demanda presentandose personalmente en el Tribunal.
14. A mbas partes en la demanda tienen **cinco (5) dias para apelar** la decision del Tribunal. La apelacion se efectua con presentar una fianza de apelacion, o presentado una declaracion de indigencia juradal Una apelacion debidamente presentada detiene todos los procedimientos en un Tribunal de Justicia hasta que haya un fallo por el Juzgado de Derecho del Condado(County Court at Law).

El propietario puede obtener del Tribunal un Interdicto de Despojo despues que los cinco (5) dias para apelar se han vencido. Ninguno de los dos partes apelan. El Interdicto cuesta \$5.00; esta es una orden para que el Sheriff pueda hacer que el inquilino desaloje la propiedad. Y el Sheriff cobra **\$200.00** para servir la orden. Preguntas relacionados con la ejecucion del Interdicto deberan ser dirigidas a la oficina del Sheriff, Seccion Civil (546-2253).

La courte es en ingles. Si gusta puede obtener un Traductor certificado por el Estado. El Condado no paga por este servicio. Usted tiene la responsabilidad de pagar por este servicio.

PLAINTIFF

VS.

No. _____

DEFENDANT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Comes now _____ hereinafter styled Plaintiff, complaining of _____, hereinafter called Defendant, and for cause of action would show the Court the following:

I.

Both Plaintiff and Defendant are residents of El Paso County, Texas and this Court has jurisdiction over the parties and over the subject matter.

II.

That heretofore, Plaintiff as landlord, agreed to rent to defendant the premises located at _____, El Paso County, Texas, at the monthly rate of \$ _____, and Defendant agreed to pay said sum promptly on the _____ day of each and every month.

III.

The Defendant became delinquent in the rental payment due for the month (s) of _____ for the total sum of rent due and owing in the amount of \$ _____. Plaintiff has demanded the Defendant pay the rent owed but has refused and still refuses to pay the same, though continuing to use and enjoy the premises. That written notice to vacate the premises was duly given to Defendant by certified mail regular mail delivery in person, on the _____ day of _____, 20____.

IV.

Holdover as grounds for eviction. Defendants are unlawfully holding over since they failed to vacate at the end of the rental term or renewal or extension period, which was the _____ day of _____, 20____. Defendants are liable to Plaintiff for holdover rents on a daily basis, as per the lease.

V.

Other grounds for eviction. Plaintiff's other grounds for eviction of defendants are as follows:

VI.

That Defendant is wrongfully and willfully withholding said premises from Plaintiff and should be adjudged guilty of forcible entry and detainer and Plaintiff should be restored possession and restitution of his/her premises.

Wherefore, premises considered, Plaintiff prays that Defendant be cited to appear and answer herein and that on final hearing hereof, Plaintiff do have and recover Judgment against Defendant in the sum of \$ _____ for the amount of rent due; that Defendant be adjudged guilty of forcible entry and detainer; that Plaintiff have possession and restitution of his premises and that a Writ of Restitution issue thereon, that Defendant pay costs of suit; and, for such other and further relief to which Plaintiff may be entitled to receive.

Plaintiff

Address

Phone Number

STATE OF TEXAS COUNTY OF EL PASO

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing petition and after being by me duly sworn deposes and states that he/she has read the same and that it is true and correct to the best of his/her knowledge and belief and that he/she executed the same for the purpose and consideration therein expressed.

SWORN AND SUBSCRIBED BEFORE ME, by the said _____, on this the _____ day of _____, 20____.

Notary Public/Court Clerk
El Paso County, Texas

DOCKET NO. _____

CASE NO. _____

**AFFIDAVIT
SERVICEMEMBERS CIVIL RELIEF ACT SEC. 201 (b)**

PLAINTIFF BEING DULY SWORN ON HIS OATH DEPOSES AND SAYS THAT
DEFENDANT (S)

- IS NOT IN THE MILITARY
- NOT ON ACTIVE DUTY IN THE MILITARY AND/OR
- NOT IN A FOREIGN COUNTRY ON MILITARY SERVICE
- IS ON ACTIVE MILITARY DUTY AND /OR IS SUBJECT TO THE SERVICE
MEMBERS RELIEF ACT OF 2003.
- DEFENDANT HAS WAIVED HIS RIGHTS UNDER THE SERVICE MEMBERS
RELIEF ACT OF 2003.
- MILITARY STATUS IS UNKNOWN AT THIS TIME: _____

PLAINTIFF

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
CLERK OF THE JUSTICE COURT (STRIKE ONE)

Penalty for making or using false affidavit- A person who makes or uses an affidavit knowing to be false, shall be fined \$10, 000 as provided in title 18 United States Code, or imprisoned for not more than one year, or both.

PLAINTIFF

Vs

NO. _____

DEFENDANT

***This sheet must be completed at time of filing claim. In English or Spanish.**

***Esta pagina necesita estar completa al tiempo de poner la demanda. En Ingles o Espanol.**

I _____ acknowledge that if I need a certified translator at the time of trial. **I will be responsible for obtaining a translator certified by the state of Texas and the cost.**

Date: _____ Signature: _____

Date: _____ Clerk Signature: _____

Yo _____ reconosco que si necesito un traductor certificado por El Estado de Tejas. **Yo sere responsable por conseguir un traductor y el costo.**

Fecha: _____ Firma: _____

Fecha: _____ Firma de Oficinista: _____

EVICTIONS – COMMERCIAL AND AGRICULTURAL TENANTS

The rights of a commercial tenant to be free from interference by the landlord are essentially the same as those of a residential tenant. [§ 92.008 and 93.002, V.A.Pr.C.]

CHECKLIST #28

NOTES

A. Wrongful Lockout by Landlord

- 1. A landlord may not intentionally prevent a tenant from entering leased premises except by judicial process unless the exclusion results from:
 - bona fide* repairs, construction, or an emergency;
 - removing the contents of premises abandoned by a tenant; or
 - changing the door locks of a tenant who is delinquent in paying at least a part of the rent. [§ 92.008 and 93.002, V.A.Pr.C.]
- 2. The landlord may take, store, and dispose of tenant's property if the tenant has abandoned the premises. [§ 93.002(c), V.A.Pr.C.]
 - The landlord may dispose of stored property if the tenant does not claim the property within 60 days of the date it is stored.
 - The landlord must send a notice by certified mail to the tenant's last known address stating that the landlord may dispose of the property if it is not claimed within 60 days. [§ 93.002(e), V.A.Pr.C.]
- 3. If a landlord or the landlord's agent changes the door lock of a tenant who is delinquent in paying rent, the landlord or the agent must place a written notice on the tenant's front door stating the name and the address or telephone number of the individual or company from which the new key may be obtained.

A tenant is presumed to have abandoned the premises if goods, equipment, or other property, in an amount substantial enough to indicate a probable intent to abandon the premises, is being or has been removed from the premises and the removal is not within the normal course of the tenant's business. [§ 93.002(d), V.A.Pr.C.]

Date

(Names of all residents)

(Street address)

(City, State, Zip)

Re: Notice to Vacate for nonpayment of rent

Dear _____:

Because of nonpayment of rent on your dwelling unit, your right of occupancy and possession are hereby terminated pursuant to our oral contract. Your liability under the contract has not been terminated.

Demand for possession is hereby made, you are hereby given notice to vacate the dwelling on or before midnight, the _____ day of _____, 20__ which is at least three days from the delivery of this notice to you or to your dwelling. Your failure to move out then will result in appropriate legal action before the Justice of the Peace. Delay or postponement of such action shall not constitute waiver.

Signature of landlord or agent

Date notice was delivered