

## **REPAIR AND REMEDY CASE INSTRUCTIONS**

**There are generally four types of Landlord/Tenant issues that present themselves in justice court:**

- 1) Evictions (see Texas Property Code, Chapter 24)
- 2) Illegal lockouts (see Texas Property Code Chapter 92)
- 3) Illegal shutoff of utilities (see Texas Property Code 92)
- 4) Repair and Remedy cases (Governed by Rules of Civil Procedure Chapter 509 (below); and Chapter 92, Subchapter B of the Texas Property Code.

Cases under this section may only be filed when there is a tenant and a landlord relationship. The case must be filed in the Justice Court Precinct where the property is located.

Filed by a residential tenant to enforce a landlord's duty to repair or remedy a condition that materially affects the physical health or safety of a tenant.

Repair and remedy cases are controlled by Chapter 92, Subchapter B of the Property Code, in sections 95.051-92.061.

**EFFECTIVE September 1, 2013, every justice court civil filing will require a JUSTICE COURT CIVIL INFORMATION cover sheet. In every civil case filed, two copies of the cover sheet will need to be provided, one for the court file, and the other to be served along with the citation and original petition to the party being sued.**

**You need to have two forms to file a repair and remedy case: A Petition Filed by the Residential tenant and Justice Court Civil Case Information Sheet which must include the following information:**

- 1) Plaintiff files Petition- which states info about the problem. Court costs same as SC suit;
- 2) Plaintiff can seek up to exceed \$10,000, including attorney's fees, but excluding interest and court costs;
- 3) Clerk sets HEARING DATE no earlier than 10 days or greater than 21 days after DATE PETITION FILED;
- 4) Landlord is not required to file an answer but may if he wishes;
- 5) The tenant must provide the court with 2 copies of the petition and any attachments to the petition for service on the landlord;
- 6) A petition substantially in the form promulgated by the Supreme Court is sufficient. A suit may not be dismissed for a defect in the petition unless the tenant is given an opportunity to correct the defect and does not promptly correct it;
- 7) Citation may be served by certified mail return receipts requested, or by Constable, Sheriff, or private process server. Read Rule 509.4 (a) and (b) (below)for details on service and;

- 8) Under 509.6 Judge may enter Judgment and order Landlord to:
  - 1) Take reasonable action to repair or remedy. Judges order must include in reasonable detail the actions the landlord must take to repair or remedy and the date it must be completed
  - 2) Order reduction in tenants rent under Rule 509.6 B2B (below). Judges order must state the amount of reduced rent the tenant will pay, if any rent at all, the frequency of the rent, the condition justifying reduction of rent, the effective date of the order reducing rent, that the order of reduced rent will terminate on the date the problem is remedied AND that on date problem is remedied or repaired, Landlord must give tenant written notice served under Rule 501.4 (below), that the condition justifying the reduction in rent has been remedied and rent will now revert to amount specified in lease.
  - 3) Award civil damages, a civil penalty
  - 4) Attorney Fees EXCLUDING attorney fees for damages related to a personal injury
  - 5) Landlord may be held in contempt under 21.002 of Govt Code.
- 9) No counterclaims, joinder of suits, or third party suits under Rule 509.7 (below).
- 10) May appeal to county court by filing a written notice of appeal with court within 21 days of date judgment signed or amended.
- 11) Posting of appeal bond not required.
- 12) Court costs are to be paid to the County Clerk in the county where petition filed.
- 13) If a Writ of possession has been filed or final, no order will be issued for repair and remedy.

# JUSTICE COURT CIVIL CASE INFORMATION SHEET (4/13)

**CAUSE NUMBER (FOR CLERK USE ONLY):** \_\_\_\_\_

**STYLED** \_\_\_\_\_  
 (e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition is filed to initiate a new suit. The information should be the best available at the time of filing. This sheet, required by Rule of Civil Procedure 502, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

<b>1. Contact information for person completing case information sheet:</b>		<b>2. Names of parties in case:</b>
<p>Name: _____ Telephone: _____</p> <p>Address: _____ Fax: _____</p> <p>City/State/Zip: _____ State Bar No: _____</p> <p>Email: _____</p> <p>Signature: _____</p>	<p>Plaintiff(s): _____</p> <p>_____</p> <p>Defendant(s): _____</p> <p>_____</p> <p>_____</p> <p>[Attach additional page as necessary to list all parties]</p>	
<b>3. Indicate case type, or identify the most important issue in the case (select only 1):</b>		
<p><b><i>Debt Claim:</i></b> A debt claim case is a lawsuit brought to recover a debt by an assignee of a claim, a debt collector or collection agency, a financial institution, or a person or entity primarily engaged in the business of lending money at interest. The claim can be for no more than \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>	<p><b><i>Eviction:</i></b> An eviction case is a lawsuit brought to recover possession of real property, often by a landlord against a tenant. A claim for rent may be joined with an eviction case if the amount of rent due and unpaid is not more than \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>	
<p><b><i>Repair and Remedy:</i></b> A repair and remedy case is a lawsuit filed by a residential tenant under Chapter 92, Subchapter B of the Texas Property Code to enforce the landlord's duty to repair or remedy a condition materially affecting the physical health or safety of an ordinary tenant. The relief sought can be for no more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.</p>	<p><b><i>Small Claims:</i></b> A small claims case is a lawsuit brought for the recovery of money damages, civil penalties, personal property, or other relief allowed by law. The claim can be for no more than \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>	

CASE NO. \_\_\_\_\_

_____	§	IN JUSTICE COURT
TENANT		
	§	PRECINCT 1
VS.		
_____	§	ELLIS COUNTY, TEXAS
LANDLORD		

**PETITION FOR RELIEF UNDER SECTION 92.0563 OF THE TEXAS PROPERTY CODE**

TO THE HONORABLE JUSTICE OF THE PEACE:

- 1. COMPLAINT:** Tenant files this petition against the above-named Landlord to Section 92.0563 of the Texas Property Code because there is a condition in Tenant's residential rental property that would materially affect the health or safety of an ordinary tenant.

Street Address: \_\_\_\_\_ Unit No. (if any) \_\_\_\_\_  
 City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone No: \_\_\_\_\_.

**Landlord's Contact Information:**

Street/Business Address: \_\_\_\_\_ Unit No. (if any) \_\_\_\_\_  
 City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone No: \_\_\_\_\_.

- 2. SERVICE OF CITATION:** (Check each Statement that is true.)

Tenant received in writing Landlord's name and business street address.  
 Tenant received in writing the name and business street address of Landlord's management company.  
 The name of the Landlord's management company is \_\_\_\_\_. To the Tenant's knowledge, this is the management company's contact information:

**Management Company's Contact Information:**

Street/Business Address: \_\_\_\_\_ Unit No. (if any) \_\_\_\_\_  
 City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone No: \_\_\_\_\_.

The name of the Landlord's on -premise manager is \_\_\_\_\_.

- 3. LEASE AND NOTICE:** (Check each Statement that is true.)

The lease is oral.      The lease is in writing.  
 or the      The lease requires the notice to repair or remedy a condition to be in writing.

Tenant gave written notice to repair or remedy the condition on (date) \_\_\_\_\_.  
 The written notice to repair or remedy the condition was sent by certified mail, return receipt requested, or registered mail on (date) \_\_\_\_\_.  
 Tenant gave oral notice to repair or remedy the condition on (date) \_\_\_\_\_  
 Name of the person(s) to whom oral notice was given: \_\_\_\_\_  
 Place where oral notice was given: \_\_\_\_\_

4. **RENT:** At the time Tenant gave notice to repair or remedy the condition, Tenant's rent was (Check each Statement that is true.)

current (no rent owed), not current but tenant offered to pay the rent owed and Landlord did not accept it, or not current and Tenant did not offer to pay the rent owed. Tenant's rent is due on the \_\_\_\_ day of the \_\_\_\_ month \_\_\_\_ week or specify any other rent-payment period \_\_\_\_\_. The rent is \$ \_\_\_\_\_ per \_\_\_\_ month or \_\_\_\_ week or specify any other rent-period \_\_\_\_\_.

Tenant's rent (check one) is not subsidized by the government or is subsidized by the government as follows, if known: \$ \_\_\_\_\_ paid by the government and \$ \_\_\_\_\_ paid by the Tenant.

5. **PROPERTY CONDITION:** Describe the property condition materially affecting the physical health or safety of an ordinary tenant that Tenant seeks to have repaired or remedied as follows:

6. **RELIEF REQUESTED:** Tenant requests the following relief:

a court order to repair or remedy the condition,  
a court order reducing the Tenant's rent in the amount of \$ \_\_\_\_\_ to begin on \_\_\_\_\_.  
actual damages in the amount of \$ \_\_\_\_\_,  
a civil penalty of one month's rent plus \$500, attorney's fees, and court costs.

Tenant states that the total relief requested does not exceed \$10,000, excluding interest and court costs but including attorney's fees.

TENANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
STREET ADDRESS APT/UNIT NO PHONE NUMBER

\_\_\_\_\_  
CITY STATE ZIP

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas/or  
Clerk of the Justice Court