

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

_____	§	IN THE JUSTICE COURT
PLAINTIFF	§	
	§	
v.	§	PRECINCT ____
	§	
_____	§	
DEFENDANT	§	ELLIS COUNTY, TEXAS

**PETITION – EVICTION CASE (WITH TEDP/CDC AFFIDAVIT)**

**COMPLAINT:** Plaintiff hereby sues the following Defendant(s):

\_\_\_\_\_

for eviction from Plaintiff’s premises (including storerooms and parking areas) located in the above precinct. The address of the property is:

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

**GROUNDS FOR EVICTION:** Plaintiff alleges the following grounds for eviction:

**Unpaid rent.** Defendant(s) failed to pay rent for the following time period(s): \_\_\_\_\_ . The amount of rent claimed as of the date 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.

**Other lease violations.** Defendant(s) breached the terms of the lease (other than by failing to pay rent) as follows: \_\_\_\_\_ .

**Holdover.** Defendant(s) are unlawfully holding over by failing to vacate at the end of the rental term or renewal of extension period, which was \_\_\_\_\_, 20\_\_\_\_.

**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 for possession. Such notice was delivered on \_\_\_\_\_, 20\_\_ by this method: \_\_\_\_\_ .

**SUIT FOR RENT:** Plaintiff does or does not include a suit for unpaid rent.

**ATTORNEY'S FEES:** Plaintiff will be or will not be seeking applicable attorney's fees. The attorney's name, address, phone and fax numbers are:

\_\_\_\_\_  
\_\_\_\_\_

**IMMEDIATE POSSESSION BOND:** If Plaintiff has filed a bond for immediate possession, Plaintiff requests that: (1) the Court set the amount of the bond; (2) the Court approve the bond; and (3) proper notices, as required by the Texas Rules of Civil Procedure, are given to Defendant(s).

**SERVICE OF CITATION:** Service is requested on Defendant(s) by: personal service at home or work, or by delivery to a person over the age of 16 years at Defendant's usual place of residence. If required, Plaintiff requests alternative service as allowed by the Texas Rules of Civil Procedure. Other home or work addresses where Defendant(s) may be served are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Plaintiff knows of no other home or work addresses of Defendant(s) in this county.

**RELIEF:** 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 hereby request a jury trial. The fee is \$22 and must be paid at least 3 days before trial.

I hereby consent for the answer and any other motions or pleadings to be sent to my email address as follows: \_\_\_\_\_.

I hereby incorporate by reference the attached Verification of Compliance with Section 4024 of the CARES Act, CDC Eviction Moratorium Order, and Eviction Diversion Program.

\_\_\_\_\_  
Plaintiff's Printed Name

\_\_\_\_\_  
Signature of Plaintiff or Agent or Attorney

**Defendant's Information** (if known):

Date of birth: \_\_\_\_\_

Last three digits of Driver License: \_\_\_\_\_

Last three digits of Soc. Sec. No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

\_\_\_\_\_  
Address of Plaintiff or Agent or Attorney

\_\_\_\_\_  
Phone & Fax No. of

Plaintiff/Agent/Attorney

**SWORN TO AND SUBSCRIBED** on \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
CLERK OF THE JUSTICE COURT OR NOTARY

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

_____	§	IN THE JUSTICE COURT
PLAINTIFF	§	
	§	
v.	§	PRECINCT _____
	§	
_____	§	
DEFENDANT	§	ELLIS COUNTY, TEXAS

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

My name is:

_____	_____	_____
<i>First</i>	<i>Middle</i>	<i>Last</i>

I am (*check one*) the Plaintiff or an authorized agent of the Plaintiff in this eviction case. 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)*

_____	_____	_____	_____	_____
<i>Street Address &amp; Unit No. (if any)</i>	<i>City</i>	<i>County</i>	<i>State</i>	<i>ZIP</i>

**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:

*(Please identify whether the property has a federally backed 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, 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).



CARES Act  
Public Law 116-136

**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).