

1 AN ACT

2 relating to the promulgation of certain forms for use in
3 landlord-tenant matters.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. Subchapter A, Chapter 22, Government Code, is
6 amended by adding Section 22.019 to read as follows:

7 Sec. 22.019. PROMULGATION OF CERTAIN LANDLORD-TENANT
8 FORMS. (a) The supreme court shall, as the court finds
9 appropriate, promulgate forms for use by individuals representing
10 themselves in residential landlord-tenant matters and instructions
11 for the proper use of each form or set of forms.

12 (b) The forms and instructions must:

13 (1) be written in plain language that is easy to
14 understand by the general public;

15 (2) clearly and conspicuously state that the form is
16 not a substitute for the advice of an attorney;

17 (3) be made readily available to the general public in
18 the manner prescribed by the supreme court; and

19 (4) be translated into the Spanish language, and the
20 Spanish language translation of the form must either:

21 (A) state that the Spanish language-translated
22 form is to be used solely for the purpose of assisting in
23 understanding the form and may not be submitted to the court, and
24 that the English version of the form must be submitted to the court;

1 or

2 (B) be incorporated into the English language
3 form in a manner that is understandable to both the court and
4 members of the public.

5 (c) The clerk of a court shall inform members of the public
6 of the availability of the form as appropriate and make the form
7 available free of charge.

8 (d) A court shall accept a form promulgated by the supreme
9 court under this section unless the form has been completed in a
10 manner that causes a substantive defect that cannot be cured.

11 SECTION 2. This Act takes effect September 1, 2015.

S.B. No. 478

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 478 passed the Senate on
March 31, 2015, by the following vote: Yeas 30, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 478 passed the House on
May 22, 2015, by the following vote: Yeas 138, Nays 2,
two present not voting.

Chief Clerk of the House

Approved:

Date

Governor

IN THE SUPREME COURT OF TEXAS

Misc. Docket No. 17-9046

ORDER CREATING LANDLORD-TENANT FORMS TASK FORCE

1. Senate Bill 478, passed in the 2015 legislative session, amended Government Code Section 22.019 to direct the Court to make certain forms for use in landlord-tenant matters. *See* Acts 2015, 84th Leg., R.S., ch. 600, General and Special Laws of Texas (S.B. 478) (amending TEX. GOV'T CODE § 22.019).
2. The Court therefore orders the establishment of a Landlord-Tenant Forms Task Force to make recommendations to the Court regarding the forms. The following persons are appointed to serve as members:

Hon. Carlos Villa	San Antonio	Robert Garcia	El Paso
Misty Beaty	Plano	Abby Lee	Austin
Peter Bennett	Houston	Roland Love	Dallas
Linley Boone	Edinburg	Trish McAllister	Austin
Hon. Ann-Marie Carruth	Lubbock	Rick Melamed	Houston
David Fritsche	San Antonio	Nelson Mock	Austin
Suzanne Frossard	Tyler	Hon. Ralph Swearingin, Jr.	Ft. Worth
3. The Honorable Carlos Villa is appointed as Chair of the Task Force.
4. The Court's liaison to the task force is Justice Jeffrey V. Brown. The Texas Access to Justice Commission may designate staff members to serve as liaisons to the task force.
5. The Task Force should provide a status report to the Court by December 1, 2018.

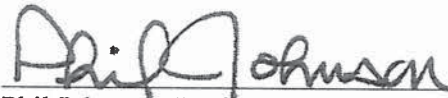
Dated: May 2, 2017.



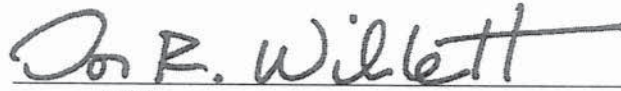
Nathan L. Hecht, Chief Justice



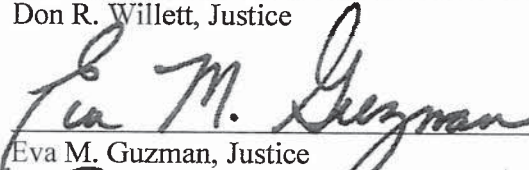
Paul W. Green, Justice



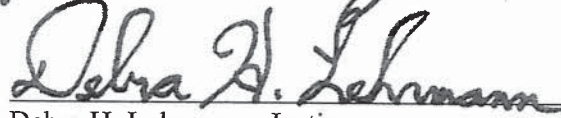
Phil Johnson, Justice



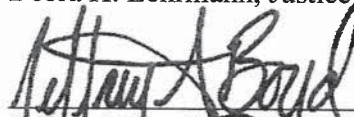
Don R. Willett, Justice



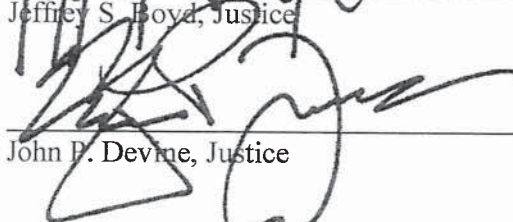
Eva M. Guzman, Justice



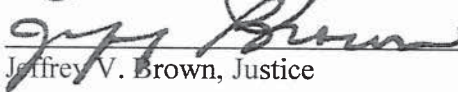
Debra H. Lehrmann, Justice



Jeffrey S. Boyd, Justice



John P. Devine, Justice



Jeffrey V. Brown, Justice

INSTRUCTIONS FOR LEASE TERMINATION AFTER FORECLOSURE NOTICE

Use This Form If:

- ☐ You want to terminate the lease of a tenant in a foreclosed property who is not in default. If the tenant is in default of the lease, use Notice to Vacate Prior to Filing Eviction form instead.

These instructions are meant to be used with the Lease Termination after Foreclosure Notice. You should read these instructions carefully.

These instructions are not intended to provide legal advice and are not a substitute for the advice of an attorney.

The federal Protecting Tenants at Foreclosure Act (reinstated in 2018) gives tenants certain rights in foreclosed properties. If you wish to terminate the lease of a tenant in a foreclosed property, **before you give them a written notice to vacate**, you must first give the tenant a written lease termination notice.

The written lease termination notice tells the tenant when the lease will end. If you intend to live in the foreclosed property as your primary residence, you must give at least a 90-day lease termination notice.

If you do not intend to use the unit as your primary residence, the notice must state that the tenant will need to leave in 90 days or when the lease ends, *whichever is longer*. For example, you must give them a 90-day lease termination notice for a month-to-month tenant. Or, if the tenant still has six months left on their lease, you must give them a written notice at least 90 days before the end of the lease that the lease will be terminated after the lease term ends.

Tenants get this notice if,

- the tenant is **not** the person whose mortgage was foreclosed, or that person's child, spouse, or parent,
- the tenant's rental amount is not substantially less than a fair market rent for the property, and
- the tenant entered into the lease before the foreclosure.

If you do not intend to live in the foreclosed property as your primary residence,

- Give a tenant a written lease termination notice *before you give them a notice to vacate*.
- The termination notice must be the longer of:
 - 90 days or
 - the end of the lease

If the tenant has not left after the time period in the lease termination notice, you must then give the tenant a written notice to vacate. See Notice to Vacate Prior to Eviction Instructions.

Nothing in the Protecting Tenants at Foreclosure Act changes any other responsibilities under the lease.

You may evict a tenant who is not paying rent or is otherwise in default of the lease. If you are the new owner of a foreclosed property, it is a good idea to give the tenant written notice of where to pay rent and

documentation that you are the new owner. If a default occurs, you must give the tenant a written notice to vacate. All other terms in the lease remain in effect.

The italicized words below are from the Lease Termination after Foreclosure Notice form. In the form, the word "you" refers to the tenant.

- *To* – List all tenants who live at the property.
- *From* – Write the current owner's name (not the current owner's authorized agent).
- *Property Address* – Write the street address, unit number (if any), city, state, and ZIP code of the property.
- *The current owner does not intend to renew or extend the lease* – Check the first box if the current owner will NOT be living in the property once the tenant leaves; check the second box if the current owner will be living in the property.
- The current owner *or* the current owner's authorized agent must sign and date the notice. That person's contact information must be listed on the notice.

LEASE TERMINATION AFTER FORECLOSURE NOTICE

To: Tenant/s _____
List all tenants.

From: Current Owner _____

Property Address: _____

The current owner does not intend to renew or extend the lease. **(Check ONE box)**

- ☐ the current owner does not intend to live in the property. You have 90 days from the date of delivery of this notice or the end of your lease (if more than 90 days) to vacate the property. Please vacate by this date: _____.
- ☐ the current owner intends to live in the property. You have 90 days from the date of delivery of this notice to vacate the property. Please vacate by this date: _____.

Please vacate the property on or before the date listed above, return all keys to the current owner or current owner's authorized agent, and provide written notice of your forwarding address if you are requesting the return of a security deposit, if any.

Owner or Authorized Agent Signature

Printed Name

Address

City, State, Zip Code

Phone Number

E-mail address (if you use one)

This Lease Termination after Foreclosure Notice is not intended to provide legal advice and is not a substitute for the advice of an attorney.

INSTRUCTIONS

NOTICE TO VACATE PRIOR TO FILING EVICTION

You must give a Notice to Vacate to your tenant before you file an eviction. Use this form to do that. A Notice to Vacate gives the tenant an opportunity to leave before you file the eviction. Landlords of subsidized and public housing may have additional obligations under lease and law.

Caution: If you want to evict a tenant from a foreclosed property and they are not in default, you must first give a lease termination notice. See Lease Termination After Foreclosure Notice and Instructions.

These instructions are meant to be used with the Notice to Vacate Prior to Filing Eviction. Texas Law has strict rules about the content and delivery of the Notice to Vacate. If you do not fill out and deliver the notice properly, it could be invalid. You should read these instructions carefully.

These instructions are not intended to provide legal advice and is not a substitute for the advice of an attorney.

The italicized words below are from the Notice to Vacate form. The word "you" on the form refers to the tenant.

- *To* – List all tenants who live at the property.
- *From* – Write the landlord's name (not the landlord's authorized agent).
- *Property Address* – Write the street address, unit number (if any), city, state, and ZIP of the property.
- *You must vacate the property on or before* – Write the date the tenant must vacate the property. This date must be a minimum of 3 days, not including the date of delivery, unless the parties agreed on a short or longer notice period in a written lease or agreement. Texas Property Code Section 24.005(a),(b).
- *Reason for the notice to vacate* – Check all that apply. List any reasons for the eviction other than nonpayment of rent on the lines next to "other".
- The landlord or landlord's authorized agent must sign and date the notice. That person's contact information must be listed on the notice.

The Notice to Vacate must be delivered in at least one of the following ways per Texas Property Code Section 24.005(f), (f-1), (f-2). For your records, check all that apply.

- ☐ **Hand Delivered** to _____ on _____ by _____.
Must be to the Tenant or any person residing at the property who is 16 years of age or older.
- ☐ **Posted on the inside of the main entry door** on _____ by _____.
Personal delivery to the premises must be posted to the inside of the main entry door.
- ☐ **Certified Mail**, Return Receipt Requested Number _____.
- ☐ **Regular Mail** Notice by mail may be regular mail or registered mail to the premises in question.
- ☐ Attached to the **outside** of the main entry door. *Read very carefully below.*

For notice given on the outside of the main entry door:

- the property must not have a mailbox AND the current owner cannot enter the property to attach the notice on the inside of the door because of an alarm system or dangerous animal or keyless bolting device OR
- the current owner reasonably believes someone will be harmed if the notice is delivered in person or attached to the inside of the door.

To deliver notice by attaching to the outside of the main entry door, you **MUST** do the following things:

1. Securely attach the notice to the main entry door in a sealed envelope with the tenant's name, address, and, in capital letters, the words "IMPORTANT DOCUMENT" on it; AND
2. Mail the notice from the same county as the property no later than 5pm the same day as the notice is attached to the outside of the main entry door.

NOTICE TO VACATE PRIOR TO FILING EVICTION

PER TEXAS PROPERTY CODE §24.005

To: Tenant/s _____

List all tenants.

From: Landlord _____

Property Address: _____

Date of Delivery: _____

You must vacate the property on or before: _____

Minimum of 3 days from Date of Delivery, unless parties agreed on a shorter or longer notice period in a written lease or agreement. Texas Property Code Section 24.005 (a), (b).

1. Reasons for this Notice to Vacate: (CHECK ALL THAT APPLY)

☐ Nonpayment of Rent,

☐ Lease Violations/Other _____

2. If you do not timely vacate the property, the Landlord may file an eviction suit for possession of the property.

Landlord or Authorized Agent Signature

Printed Name

Address

City, State, Zip Code

Phone Number

E-mail address (if you use one)

WARNING: Texas Law has strict rules about the content and delivery of this notice. If the landlord does not fill out and deliver this notice properly, it could be invalid. Read the attached instructions carefully.

This Notice to Vacate Prior to Filing Eviction is not intended to provide legal advice and is not a substitute for the advice of an attorney.

INSTRUCTIONS EVICTON PETITION

These instructions do not provide legal advice and are not a substitute for the advice of an attorney.

These instructions are meant to be used with the Eviction Petition. Texas Law has strict rules about when you can file an eviction. Read these instructions carefully.

Use this form if:

- ☐ You want to evict a tenant you have already served a Notice to Vacate.

Instructions:

Heading: The Clerk's office will fill in several of these.

- *Case Number* – Leave this blank. The Clerk's office will fill in the Case Number when you file this form.
 - *Name of Plaintiff/Landlord* – Write the Landlord's name (not the landlord's authorized agent).
 - *Name of Defendant(s)/Tenant(s)* – Write the names of the people you want to evict.
 - *Precinct/Place Number* – Write in the precinct number of the justice precinct in which the Property is located. If you do not know, ask the court clerk or check the court's website.
 - *County, Texas* – Write in the name of the county in which the property is located.
 - *Court Time AND Court Date* – Leave these blank. The Clerk's office will fill in this information when you file the form.
1. *Complaint* – Write the street address, unit number (if any), city, and state of the property.
 2. *Service of Citation* – Write each Defendant's name and any other known home and work addresses for each Defendant. Check the box and write in the county if you don't know of any other addresses for Defendant/Tenant.
 3. *Lease* – Check the box next to the type of lease Defendant/Tenant has (written or oral) and write in the dates the lease began and ends.
 - Check whether Defendant/Tenant pays rent monthly or weekly.
 - If Defendant/Tenant gets a rent subsidy, write in the amount of the subsidy (for example a Housing Authority or other agency pays for part of the rent).
 - Write in Defendant/Tenant's portion of the rent.
 - Write in the total amount of rent due each week or month.
 4. *Grounds for Eviction:* Check all that may apply.
 - If Defendant/Tenant did not pay rent on time, check the box next to "Failure to Timely Pay Rent as Grounds for Eviction". List each month in which Defendant/Tenant did not fully pay rent and the amount unpaid for that month. List the TOTAL unpaid rent for all months (without late fees or other non-rent amounts).

- If Defendant/Tenant did not move out of the Property at the end of the lease, check the box next to “Holdover as Grounds for Eviction”. Write the date the lease ended.
 - If Defendant/Tenant violated any terms of the lease other than unpaid rent or holdover, check the box next to “Other Grounds for Eviction/Lease Violations”. Describe the reasons Defendant/Tenant should be evicted.
5. *Request for Unpaid Rent* – Check the first box if you are asking the court to award you unpaid rent.
 6. *Notice to Vacate* – You must deliver a Notice to Vacate to Defendant/Tenant, wait the appropriate amount of days, and then you can file the Eviction Petition. State how you delivered the Notice to Vacate to the Defendant/Tenant. If you have questions, see *Instructions Notice to Vacate Prior to Filing Eviction*.
 7. *Attorney’s Fees* – Check the first box if you are asking the court to award you any attorney’s fees.
 8. *Immediate Possession Bond* – Check the first box if you are separately filing an immediate possession bond with the court as described in Texas Rule of Civil Procedure 510.5.
 9. *Request for Judgment* – You do not need to do anything here.
 10. *Email Address Consent* – Check the box in this section if you agree to receive documents from the court or Defendant/Tenant at an e-mail address that you regularly use. If you check this box, it is important that you daily check the e-mail that you provide. The documents or notices you receive may contain short time-sensitive deadlines or hearing dates you may need to act upon quickly.

If you check this box, you may not receive copies by mail. You should check email frequently for deadlines.
 11. *Plaintiff/Authorized Agent Information* – List your name, address, phone, and fax numbers.
 12. *Sworn Statement* – By checking **ONE** of the following boxes, you are declaring under penalty of perjury that everything in the petition is true and correct.

CHECK AND COMPLETE ONLY ONE BOX.

- *Declaration* – Check this box if there is not a notary available, you choose not to use a notary, or you do not want the required information in the public court record. If you choose this option, you must write your name, birthdate, and address. Sign your name, and write the date, county, and state in which you signed.
- *Notary* – Check this box if you want to sign the Eviction Petition in front of a notary (which does not require disclosing your birthdate or address here). DO NOT SIGN UNTIL YOU ARE WITH A NOTARY. Write your name and sign in front of a notary or the clerk of the court. Some notaries charge a fee.

Case Number. _____

(The Clerk's office will fill in the Case Number when you file this form)

Name Of Plaintiff/Landlord _____

VS. _____

In the _____ Court, Precinct _____, Place _____
(Court Type) (Precinct and Place Number)

_____ County, Texas
(County Name)

Name Of Defendant(s)/Tenant(s) _____

Court Time: _____

Court Date: _____
(If Blank, See Citation or Contact Court)

Eviction Petition

1. **Complaint:** I request that the Defendant(s)/Tenant(s) named above be evicted from the Property at:

Street Address _____

Unit No. (If any) _____

City _____

State _____

ZIP _____

2. **Service Of Citation:**

I request service on Defendant(s)/Tenant(s) by personal service at the usual place of residence of Defendant(s)/Tenant(s) or by alternative service as permitted by law (Texas Rules of Civil Procedure 510.4(c)).

List all work and home addresses you know of for each Defendant.

Defendant Name	Usual Place of Residence	Work Address	Other Address

☐ I know of no other home or work addresses for Defendant(s)/Tenant(s) in _____ County.
County where property is located

3. **Lease:** ☐ Written ☐ Oral Date Lease Began: _____ Date Lease Ends: _____
RENT INFORMATION: ☐ MONTHLY ☐ WEEKLY
Rental Subsidy (if any) \$ _____
Tenant's Portion \$ _____
TOTAL RENT \$ _____

4. **Grounds For Eviction:**

- ☐ Failure to Timely Pay Rent as Grounds for Eviction:

Defendant(s)/Tenant(s) failed to pay rent for the following time period(s). List the month the rent was due and the amount of unpaid rent for each month:

Total Unpaid Rent Due as of Filing Date: (DO NOT INCLUDE late fees or other non-rent amounts.)
\$ _____

- ☐ Holdover As Grounds For Eviction:

Defendant(s)/Tenant(s) did not move out when the lease ended on _____
Month/Day/Year

☐ Other Grounds for Eviction/Lease Violations:

Describe facts or reasons (List violations other than unpaid rent or holdover):

5. **Request for Unpaid Rent:** ☐ I am ☐ I am NOT asking for the above total unpaid rent. At trial, I have the right to request the amount of unpaid rent through the final judgment date.
6. **Notice To Vacate:** I delivered a written notice to vacate the Property on _____ by this method:
Month/Day/Year
_____ (as required by Texas Property Code 24.005).
7. **Attorney's Fees:** ☐ I will be ☐ I will NOT be asking for attorney's fees.
8. **Immediate Possession Bond:** ☐ I am ☐ I am NOT filing an immediate possession bond with this complaint (as described in Texas Rule of Civil Procedure 510.5).
9. **Request for Judgment:** I request that Defendant(s)/Tenant(s) be served with citation and that I get a judgment against Defendant(s)/Tenant(s) for possession of the Property, court costs, and anything requested above, plus interest as allowed by law or the lease.
10. **Email Address Consent:** ☐ By checking this box, I agree to receive any documents, notices, or pleadings about this case from the Court or the Defendant/Tenant at the following email address that I check daily. (Some courts and parties do not use email.):

(Note: If you check this box you may not receive copies by mail. You should check email frequently for deadlines.)

11. **Plaintiff/Authorized Agent Information**

Print Name of Plaintiff/Landlord or Authorized Agent

Phone & Fax Numbers

Street Address

City

State

ZIP

12. **Declaration or Notary:** Complete one of the two following sections.

☐ Declaration:

I declare under penalty of perjury that everything in this petition is true and correct.

My name is _____. My birthdate is: ____/____/____.

My address is _____
Street City State ZIP Country

_____ signed on ____/____/____ in _____
Signature Month/Day/Year County Name State Name

☐ Notary:

Plaintiff Printed Name

Signature

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

CLERK OF THE JUSTICE COURT OR NOTARY

**FAQs AND INSTRUCTIONS FOR
DEFENDANT/TENANT'S ANSWER IN AN EVICTION CASE**

These instructions do not give legal advice and are not a substitute for the advice of a lawyer.

Read these instructions carefully. References to Rules are to the Texas Rules of Civil Procedure, available at <http://www.txcourts.gov/rules-forms/rules-standards/>.

I. Frequently Asked Questions about Filing an Answer

1. When would I use this form?

When your landlord has sued you for eviction and you've received papers from the court listing a date and time to go to court for the trial.

2. What is an answer?

An answer is a written response that you file with the court after you are sued. It is a way for you to tell the court your side of the story. An answer can simply deny all the landlord's claims without giving a specific reason why ("I generally deny the claims of the landlord in this eviction"), or you can give specific reasons why the landlord should not be allowed to evict you. Rule 502.5.

An answer must have your name, address, telephone number, and fax number (if any). The Court or your landlord might use email to send information, notices and documents about the court case. If you agree to get these things by email, list your email address in the answer. **If you agree, it is very important to check your email at least once every day. There may be short deadlines.**

3. Do I need to file an answer with the Justice Court before trial?

Maybe. You are not required to file an answer with the Justice Court before your eviction trial, however, there are very good reasons why you should. *Rule 510.6(a)*.

4. Why should I file an answer with the Justice Court?

- It gives you the opportunity to explain to the judge the specific reasons, if any, you think the landlord doesn't have the right to evict you. *See #2 in the Instructions section on pages 2-4 for a list of reasons.*
- If you have filed an answer but don't show up at the trial, the landlord has to prove why you should be evicted. If the landlord can't prove that you should be evicted, you win. If you don't file an answer, the landlord can just rely on the documents that the landlord filed without having to prove anything further. *Rules 503.6(c) and 510.6(b)*.

- If either party appeals the eviction to County Court, you must file an answer with the court. If you've already filed an answer in Justice Court, you don't have to file another one in County Court. If you haven't already filed an answer, **you must file an answer in County Court within 8 days after the case is transferred from Justice Court to County Court.** If you did not file an answer in Justice Court and do not file an answer in time in County Court, the landlord can ask for a default judgment and you will be evicted. *Rule 510.12.* If you have questions about this deadline, call the court clerk or check the letter you got about the appeal, which should say when it is due.

5. Should I file an answer if my case is appealed to the County Court?

Yes. If you did not file an answer with the Justice Court, you **must** file an answer on appeal within 8 days after the case was transferred from Justice Court to County Court. You should still file an answer even if the 8 day deadline has passed.

II. Instructions for Filling out Defendant/Tenant's Written Answer:

Top Part of the Form/Heading: This information should be on documents you have received from the court about your eviction case.

- *Case Number* –If you cannot find the Case Number, you can ask the clerk's office to give you that number.
- *Name of Plaintiff/Landlord* – Write the landlord's name.
- *Name of Defendant(s)/Tenant(s)* – Write your name.
- *Type of Court and Precinct/Place Number* –This is where the case was filed. If you do not know, ask the court clerk or check the court's website.
- *County, Texas* – Write in the name of the court's county.

1. *Name* – Write your name.

This section states "I generally deny the claims that Plaintiff/Landlord has made". You can file an answer that denies the landlord's claims without listing any reasons. If you don't list any reasons, you can still tell the judge at your trial why you should not be evicted. *Rule 502.5(b).*

2. *Specific reasons, if any, that I should not be evicted*– **You are not required to check any boxes.**

Here, you can give the judge specific reasons why you should not be evicted. If you check specific reasons, you will need to testify under oath and bring any documents, witnesses, or other evidence with you to your trial. Specific reasons why you should not be evicted could include:

a. The landlord did not do something correctly:

- Notice to vacate:* The landlord did not give you a proper Notice to Vacate before filing the eviction. *For information on what a notice must contain*

and how it must be delivered, see Instructions for Notice to Vacate Prior to Filing Eviction Suit.

Examples include: the landlord did not give you notice at all, the notice gave you less time than it should, the notice was given to you improperly, or the notice was not worded correctly. *For more information on what a notice must contain and how it must be delivered, read your lease and/or Texas Property Code § 24.005.*

- ii. *Statute of limitations:* If the landlord is trying to evict you for something that happened more than 2 years ago, the landlord did not file this case in time. *Texas Civil Practices and Remedies Code § 16.003(a).*
 - iii. *No 10-day written notice to pay rent in a mobile home park:* If you rent a mobile home lot but not the mobile home, the landlord must give you 10 days' notice to pay rent before filing the eviction. *Texas Property Code § 94.206.*
- b. You did something timely that should keep you from being evicted:
- i. *Rent paid:* You are being evicted for not paying rent, but you timely paid the rent that the landlord says you owe.
 - ii. *Attempted to pay rent:* You tried to pay rent on time, but the landlord did not accept it. This should not be the reason you are evicted.
 - iii. *New Lease:* You signed a new lease with the landlord after the date the landlord says you violated your old lease.
- c. The plaintiff who filed this eviction lawsuit does not have the right to evict you:
- i. *Ownership of the Property:* You are an owner or part owner of the property and should not be evicted. In an eviction, a court cannot resolve a question of ownership or title. *Texas Rules of Civil Procedure 510.3(e).*
 - ii. *Not the Landlord or Authorized Agent:* The plaintiff who filed this eviction is not the landlord or landlord's authorized agent of the property. *Texas Rules of Civil Procedure 500.4 and Texas Property Code § 24.011*
- d. The Plaintiff/Landlord cannot evict you because you have certain rights:
- i. *Retaliation:* The landlord is retaliating against you because you asked for repairs, complained to code enforcement, participated in a tenant organization, or used other rights you have under the lease or law. A landlord cannot evict you for exercising these rights. *Texas Property Code § 92.335.*

However, the landlord can still evict you if the landlord can prove that you are being evicted for other reasons, like failure to pay rent on time; or you committed serious misconduct or criminal acts; or you or

someone with you intentionally damaged the property or threatened someone. *Texas Property Code § 92.332.*

- ii. *Disability:* The landlord denied your request for a reasonable accommodation of your disability, and this eviction is related to that denial.

If you have a disability, the landlord may not refuse to make reasonable accommodations if they are necessary for you. For example, if you request it and it is related to your disability, a landlord must allow a service animal in a "no pets" apartment complex, or allow a tenant who receives a disability benefits check on the third day of each month to pay the rent on that day without incurring late fees. *Texas Property Code § 301.025(c)(2).*

However, a landlord does not have to accommodate a tenant if: 1) the tenant is a direct threat to the health and safety of others, 2) the accommodation would result in substantial physical damage to the property of others, 3) the request was not made by, or on behalf of, a person with a disability, 4) there is no disability-related need for the accommodation, or 5) providing the accommodation is not reasonable. *For a complete list of when a landlord can refuse to accommodate a disability, please see Reasonable Accommodations under the Fair Housing Act.*

3. *I want to receive all documents or notices at the email address below.* Check this box if you agree to get notices through email. List an email address that you regularly use in the space provided in #4 below. If you check this box, **check your email at least once every day** because the documents or notices you receive about the eviction may contain time-sensitive deadlines or hearing dates you may need to act upon quickly. You may not get paper copies through the mail if you choose to get email notices.

4. *I ask the Court to:*

- a. *Signature* – Sign the answer.
- b. *Mailing address* – Write the address where you want to receive notices and documents from the court or the Plaintiff/Landlord. These notices may contain dates of court hearings or things that you may need to act upon quickly, so make sure that the address you list is legible, accurate, and a place you frequently check.
- c. *Phone number* – List a phone number where you can be reached by the court.

Certificate of Service

- *Check one* – You must send a copy of the answer that you file with the court to the Plaintiff/Landlord. These checkboxes list the different ways you can do that. Check the one you used.
- *Signature* – Sign and date the Certificate of Service. When you do, you are certifying that you sent the answer to the Plaintiff/Landlord.

Case Number _____

(Look at the Petition or contact the court for this information)

Name of Plaintiff/Landlord

vs.

Name of Defendant(s)/Tenant(s)

In the *(Check one)*

☐ Justice Court, Precinct _____

☐ County Court, Number _____

(County Name) County, Texas

Defendant/Tenant's Answer

1. My name is: _____

Print your full name. (Each Defendant should file an answer.)

I am a Defendant/Tenant in this case.

I generally deny the claims that the Plaintiff/Landlord has made. (Texas Rule of Civil Procedure 502.5(b).)

2. Specific reason(s) I should not be evicted are as follows: *(Check any that apply. Not required.)*

☐ The landlord did not give me a proper Notice to Vacate before filing this eviction.

☐ The reason the landlord filed this eviction is for something that happened more than two years ago.

☐ I live in a mobile home or trailer, and the landlord of the lot I rent did not give me ten (10) days written notice to pay the rent before filing this eviction.

☐ I timely paid the rent the landlord says I owe.

☐ I tried to timely pay the rent the landlord says I owe, but the landlord refused to accept it.

☐ I signed a new lease after the date the landlord says I violated my lease.

☐ I am a part or full owner of the property in this case.

☐ The person or entity that filed this eviction case is not the property owner or owner's authorized agent.

☐ The landlord is retaliating against me because I asked for repairs or used other rights I have under the lease or law. (Retaliation is not a defense to eviction if the landlord can prove you are being evicted for reasons other than to retaliation, like non-payment of rent. See instructions, paragraph 2.d.i.)

Describe what is going on:

☐ I have a disability as defined by the Fair Housing Act (Texas Property Code § 301.003(6)); I requested an accommodation for my disability; the landlord refused to provide a reasonable accommodation; and that is why I am being evicted. (Refusing to accommodate a disability is not a defense if the landlord can prove you are being evicted for reasons other than your disability, like non-payment of rent. See instructions, paragraph 2.d.ii.)

☐ State in detail any other reasons why you should not be evicted. *(Not required.)*

3. I want to receive all documents or notices about this case at the address below.

☐ **By checking this box**, I agree to receive any documents, notices, or pleadings about this case from the Court or the Plaintiff/Landlord at the following email address that I check daily. (Some courts and parties do not use email.):

(Note: If you check this box you may not receive copies by mail. You should check email frequently for deadlines.)

4. I ask the Court to:

Grant judgment in my favor;
Assess all costs against Plaintiff/Landlord;
Grant attorney's fees, if they can be assessed; and
Grant me any other relief to which I am entitled.

Signature

Printed Name

Address

City, State, ZIP Code

Phone Number

Certificate of Service

I certify that a copy of this document was delivered to the Plaintiff/Landlord on this date by:

(Check one.)

☐ Certified or registered mail, return receipt requested number _____

☐ Fax to (_____) _____ - _____

☐ E-mail (if Plaintiff/Landlord has agreed, in writing, to receive documents by e-mail), to:

☐ Hand delivery

 _____
Your Signature

Date

Case Number _____

Name of Plaintiff/Landlord

In the Justice Court, Precinct _____

vs.

Name of Defendant(s)/Tenant(s)

County, Texas
(County Name)

FINAL EVICTION JUDGMENT

The court heard this eviction on _____.

Plaintiff/Landlord Full Name: _____
and ☐ **Appeared** in person/Representative ☐ Was duly notified and **Did Not Appear**

Defendant/Tenant Full Name: _____
and ☐ **Appeared** in person/Representative ☐ Was duly served and notified and **Did Not Appear**

This case was tried to: ☐ Judge ☐ Jury

After considering the pleadings, evidence and arguments of the parties, and if applicable, the jury's verdict, the Court enters the following:

1. ☐ **Judgment in favor of Plaintiff/Landlord.** It is ORDERED that Plaintiff/Landlord shall recover from Defendant/Tenant:
- ☐ Possession of the property located at: _____.
 - ☐ Court costs in the amount of \$ _____.
 - ☐ Total unpaid rent in the amount of \$ _____.
 - ☐ Attorney's fees \$ _____.

OR

- ☐ **Judgment in favor of Defendant/Tenant.** It is ORDERED that Plaintiff/Landlord take nothing from Defendant/Tenant, that Defendant/Tenant can stay in possession of the property at _____ and that Defendant/Tenant shall recover from Plaintiff/Landlord:
- ☐ Court costs in the amount of \$ _____.
 - ☐ Attorney's fees \$ _____.

2. **Post Judgment Interest:**
Interest on the above sums shall accrue from this date at _____% per annum until paid.
3. **Appeal:**
Either party can appeal this judgment within 5 days. An appeal can be made by filing a bond or cash deposit in the amount of \$ _____ or by a Statement of Inability to Afford Payment of Court Costs.

4. **Rent:**

If this is a non-payment of rent case and this judgment is in favor of Plaintiff/Landlord, the Court finds according to the lease and applicable laws and regulations that

☐ weekly/ ☐ monthly rent is \$ _____; of which \$ _____ is paid by the Defendant/Tenant and \$ _____ is paid by a government agency, if applicable.

5. **Writ of Possession:**

If Defendant does not move out or appeal by _____, then Plaintiff/Landlord may request a Writ of Possession ordering the proper officer to gain possession of the property within 24 hours of the service of the Writ and give possession to Plaintiff.

All writs and processes necessary to enforce this judgment shall issue. All relief not expressly granted herein is denied. This judgment is final and disposes of all parties and all claims in this case.

IT IS SO ORDERED.

Entered this ____ day of _____, 20__.

PRESIDING JUDGE

