

Case No. JE _____ K

Court Date: _____ @10:00AM

I hereby acknowledge the court date and understand if the plaintiff fails to appear, the case may be **Dismissed for Want of Prosecution**

X _____

Plaintiff/Landlord §

vs. §

Defendant/Tenant §

IN THE JUSTICE COURT

PRECINCT 1, PLACE 2

DALLAS COUNTY, TEXAS

PETITION for EVICTION

(For all addresses, you MUST include number, street, apartment number, city, state, & zip code.)

Plaintiff, being duly sworn on oath, files this written complaint against the above named Defendant(s) to evict Defendant(s) from Plaintiff's premises, which is located in Justice of the Peace Precinct 1 of Dallas County and which is **described as:**

Plaintiff requests service of citation by personal service at the previously described premises or by alternate service, if necessary for an additional fee of \$80.00

Any work or **other known addresses** for the Defendant(s) known to Plaintiff are as follows:

Phone: (_____) _____

GATE CODE _____ Phone: (_____) _____

Plaintiff and Defendant(s) have established a **landlord tenant** relationship by: *(check one)* a written lease or agreement, an oral agreement, occupancy after foreclosure sale, occupancy after contract for deed default, *(other)* _____

Grounds for eviction are: *(check)* non-payment of rent, holding over, non-rent default by *(describe default)* _____

Written **notice to vacate** for the grounds stated above was delivered to Defendant(s) at the above described premises on the _____ day of _____, 20____, *(check)* in person to the tenant(s), in person to an occupant at least sixteen years of age, by mail, by affixing to the **inside** of the main entry door, *(other)* _____

Thereafter Defendant(s) failed to surrender possession of the above described premises by the date specified in the **notice to vacate** thereby committing a **forcible detainer**.

Plaintiff requests judgment for Plaintiff(s) against Defendant(s) for possession of the above described premises, for writ of possession, plus \$_____ rent due through today, plus accruing rent at the **daily rate** of \$_____ per day until the date of judgment, plus reasonable attorney fees in the amount of \$_____, plus all costs of court, plus post-judgment interest at the highest legal rate.

Monthly Rent _____

X _____

Tenant _____

Plaintiff/Representative/Attorney

Govt. Subsidy _____

Address _____ City, State, ZIP Code _____

Phone (_____) _____ Fax (_____) _____

Defendant/Tenant Information:

DL# _____

SWORN to and SUBSCRIBED before me this ____ day of _____, 20____,

D.O.B. ____ / ____ / ____

SEX _____

RACE _____

LAST 4 OF SS# _____

(Notary or Clerk of Court)

JUSTICE COURT CIVIL CASE INFORMATION SHEET (6/08/16)

CASE NUMBER (FOR CLERK USE ONLY): JE _____ K

VS

PLAINTIFF

DEFENDANT

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.

1. Contact information for person completing case information sheet:	2. Names of parties in case:
Name: _____ Telephone: _____ Address: _____ Fax: _____ City/State/Zip: _____ State Bar No: _____ Email: _____ Signature: _____	Plaintiff(s): _____ _____ Defendant(s): _____ _____ [Attach additional page as necessary to list all parties]

3. Indicate case type, or identify the most important issue in the case (select only 1):

<input type="checkbox"/> Debt Claim: 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 \$10,000, excluding statutory interest and court costs but including attorney fees, if any.	<input type="checkbox"/> Eviction: 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 \$10,000, excluding statutory interest and court costs but including attorney fees, if any.
<input type="checkbox"/> Repair and Remedy: 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.	<input type="checkbox"/> Small Claims: 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 \$10,000, excluding statutory interest and court costs but including attorney fees, if any.

Dallas County Government Center
Justice of the Peace, Precinct 1, Place 2
Judge Valencia Nash
 8301 S. Polk Suite 2200
 Dallas, Texas 75232
 Phone: 972-228-2272 Fax: 972-228-2472
 Email: JP12court@dallascounty.org

CAUSE NO. _____ -K

_____	§	IN THE JUSTICE OF THE PEACE
	§	
VS.	§	PRECINCT 1, PLACE 2
	§	
_____	§	DALLAS COUNTY, TEXAS

MILITARY STATUS AFFIDAVIT

Plaintiff, or Plaintiff's representative, being duly sworn on oath deposes and says that, to the best of my knowledge, Defendant(s)

PLEASE SELECT ONE

- _____ is not in the military
- _____ is not on active duty in the military
- _____ is not in a foreign country on military service
- _____ is on active duty and/or is subject to the Servicemembers Civil Relief Act of 2003
- _____ has waived his rights under the Servicemembers Civil Relief Act of 2003

NOTE: Visit the Servicemembers Civil Relief Act (SCRA) website to verify active duty status for an individual at <https://scra-w.dmdc.osd.mil/scra/#/single-record>.

Plaintiff / Representative

SIGNED AND SWORN TO before me on this _____ day of _____, 20 _____

**NOTARY PUBLIC, STATE OF TEXAS
OR CLERK OF COURT**

Penalty for making or using a false affidavit – A person who makes or uses an affidavit knowing it to be false, shall be fined as provided in Title 18 United States Code, or imprisoned for not more than one year, or both.

CAUSE NO. _____

PLAINTIFF

v.

DEFENDANT

§
§
§
§
§
§
§

PRECINCT NO. 1 PLACE 2

DALLAS COUNTY, TEXAS

**VERIFICATON OF COMPLIANCE WITH SECTIONS 4023 AND 4024 OF THE CARES ACT AND
THE CDC ISSUED FEDERAL EVICTION MORATORUM ORDER**

My name is: _____
First Middle Last

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

Street Address & Unit No. (if any) City County State ZIP

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 as follows:

(Please identify whether the property has a federally backed mortgage loan or federally backed multifamily 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 or federally backed multifamily 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.
- d. I verify that plaintiff (select the one that applies): is is not a "multifamily borrower" currently under forbearance under Section 4023 of the CARES Act.
- e. I verify that plaintiff (select the one that applies):
 has provided the defendant with 30 days' notice to vacate as required under Section 4024(c) and 4023(e) of the CARES Act.
 has not provided the 30 days' notice, because the property is not a "covered dwelling."
- f. I certify that the plaintiff: has has not received a CDC Sworn Declaration from the tenant stating that they are a "covered person" under the CDC issued Federal Eviction Moratorium Order. *Any landlord proceeding with a nonpayment eviction of a "covered person" despite receiving a Declaration can be fined up to \$100,000 under federal law, with enhanced penalties, including jail, if a death occurs.*

2. Declaration or Notary: Complete only one of the two following sections:

- a. **Declaration:** I declare under penalty of perjury that everything in this verification is true and correct. My name is : _____

First
Middle
Last

My birthdate is: ____/____/____
Month
Day
Year

My address is:

Street Address & Unit No. (if any)
City
County
State
ZIP

Signed on ____/____/____ in _____ County, Texas.
Month
Day
Year

Your Signature

OR

- b. **Notary:** I declare under penalty of perjury that everything in this verification is true and correct

 Your Printed Name

Your Signature *(sign only before a notary)*

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

 CLERK OF THE COURT OR NOTARY

CARES Act
Public Law 116-136

SEC. 4023. FORBEARANCE OF RESIDENTIAL MORTGAGE LOAN PAYMENTS FOR MULTIFAMILY PROPERTIES WITH FEDERALLY BACKED LOANS.

(a) **IN GENERAL.**—During the covered period, a multifamily borrower with a Federally backed multifamily mortgage loan experiencing a financial hardship due, directly or indirectly, to the COVID-19 emergency may request a forbearance under the terms set forth in this section.

(b) **REQUEST FOR RELIEF.**—A multifamily borrower with a Federally backed multifamily mortgage loan that was current on its payments as of February 1, 2020, may submit an oral or written request for forbearance under subsection (a) to the borrower's servicer affirming that the multifamily borrower is experiencing a financial hardship during the COVID-19 emergency.

(c) **FORBEARANCE PERIOD.**—

(1) **IN GENERAL.**—Upon receipt of an oral or written request for forbearance from a multifamily borrower, a servicer shall—

(A) document the financial hardship;

(B) provide the forbearance for up to 30 days; and

(C) extend the forbearance for up to 2 additional 30 day periods upon the request of the borrower provided that, the borrower's request for an extension is made during the covered period, and, at least 15 days prior to the end of the forbearance period described under subparagraph (B).

(2) **RIGHT TO DISCONTINUE.**—A multifamily borrower shall have the option to discontinue the forbearance at any time.

(d) **RENTER PROTECTIONS DURING FORBEARANCE PERIOD.**—A multifamily borrower that receives a forbearance under this section may not, for the duration of the forbearance—

(1) evict or initiate the eviction of a tenant from a dwelling unit located in or on the applicable property solely for nonpayment of rent or other fees or charges; or

(2) charge any late fees, penalties, or other charges to a tenant described in paragraph (1) for late payment of rent.

(e) **NOTICE.**—A multifamily borrower that receives a forbearance under this section—

(1) may not require a tenant to vacate a dwelling unit located in or on the applicable property before the date that is 30 days after the date on which the borrower 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 forbearance.

(f) **DEFINITIONS.**—In this section:

(1) **APPLICABLE PROPERTY.**—The term "applicable property", with respect to a Federally backed multifamily mortgage loan, means the residential multifamily property against which the mortgage loan is secured by a lien.

(2) **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.

(3) **MULTIFAMILY BORROWER.**—the term "multifamily borrower" means a borrower of a residential mortgage loan that is secured by a lien against a property comprising 5 or more dwelling units.

(4) **COVID-19 EMERGENCY.**—The term "COVID-19 emergency" means the national emergency concerning the novel coronavirus disease (COVID-19) outbreak declared by the President on March 13, 2020 under the National Emergencies Act (50 U.S.C. 1601 et seq.).

(5) **COVERED PERIOD.**—The term "covered period" means the period beginning on the date of enactment of this Act and ending on the sooner of—

(A) the termination date of the national emergency concerning the novel coronavirus disease (COVID-19) outbreak declared by the President on March 13, 2020 under the National Emergencies Act (50 U.S.C. 1601 et seq.); or

(B) December 31, 2020.

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).