



# The Supreme Court of Texas

CHIEF JUSTICE  
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March 19, 2025

Chief Justice Tracy E. Christopher  
Chair, Supreme Court Advisory Committee  
14th Court of Appeals  
301 Fannin, Room 245  
Houston, Texas 77002

Re: Referral of Rules Issue

Dear Chief Justice Christopher:

The Supreme Court asks the Committee to study and make recommendations on the following matter.

**Eviction Kit Forms.** In response to SB 478, passed by the 84th Legislature, the Court established the Landlord-Tenant Forms Task Force to draft forms for use by individuals representing themselves in residential landlord-tenant matters. On January 10, 2025, the Task Force submitted a proposed kit of forms to be used in eviction suits. The Committee should review and make recommendations.

As always, the Court is grateful for the Committee's counsel and your leadership.

Sincerely,

A handwritten signature in cursive script that reads "Jane N. Bland".

Jane N. Bland  
Justice

Attachments

# LANDLORD'S NOTICE TO VACATE PRIOR TO FILING EVICTION FAQS AND INSTRUCTIONS

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

## **Use this form if:**

- You want to evict your tenant. Before you file an eviction, you must give the tenant a Notice to Vacate, which gives the tenant an opportunity to leave before you file the eviction. See Texas Property Code 24.005.

## **Caution:**

- **If you want to evict a residential tenant from a foreclosed property who has not violated the terms of the lease, there are different requirements. See the Notice of Lease Termination After Foreclosure form and instructions.**
- **Landlords of subsidized and public housing have additional obligations under the lease and the law.**

These FAQs and instructions are meant to be used with the Notice to Vacate Prior to Filing Eviction form. Read these instructions carefully. 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. Check with the justice court where you plan to file the eviction. References to Rules are to the Texas Rules of Civil Procedure (TRCP) available at <http://www.txcourts.gov/rules-forms/rules-standards>.

## **I. Frequently Asked Questions**

1. What is the difference between a notice to vacate and an eviction lawsuit? See Texas Property Code § 24.001, 24.002, and 24.005, and TRCP 510.3-510.4.

The notice to vacate is not an eviction. The notice to vacate is how the landlord tells the tenant that they will be filing an eviction lawsuit if the tenant does not move out by a certain date. A landlord must give the tenant a properly worded and delivered notice to vacate before the landlord can file an eviction lawsuit, otherwise the court cannot evict the tenant. Providing a tenant with a notice to vacate does not give a landlord the right to personally remove the tenant from the property. A landlord must go through the court eviction process to lawfully evict a tenant.

An eviction lawsuit is the lawsuit filed by the landlord with the justice court in the precinct where the property is located. Once an eviction is filed, the sheriff, constable, or process server will deliver an eviction citation to the tenant, which is the court's notice letting the tenant know that an eviction lawsuit has been filed against them and provides the date and

time of the eviction trial. An eviction lawsuit is sometimes called a “forceable entry and detainer” lawsuit or “forceable detainer” lawsuit, depending on the facts.

2. Am I required to give the tenant any notice, such as a notice of lease violation, before I give the notice to vacate? See Texas Property Code §24.005(a), (b), and (e), and §91.001.

It usually depends on your lease. If the tenant has violated a specific clause in the lease, such as nonpayment of rent, smoking or an unauthorized occupant or pet, the landlord is normally only required to provide a notice to vacate unless the lease requires additional notice be given.

Additional notice may be required in some situations, including:

- a. **Notice of nonrenewal of lease:** If you do not intend to renew the lease, you must give the tenant notice of nonrenewal as required by your lease. If the tenant does not move out after receiving the notice of nonrenewal, you must give the tenant notice to vacate before filing an eviction. When the initial term ends in many leases, the lease becomes month-to-month, which would also require a notice of nonrenewal of the lease.
  - b. **Tenant’s opportunity to respond:** If the lease or other law requires the landlord to give the tenant both a notice of default (e.g., a notice of proposed eviction) and an opportunity to respond before issuing a notice to vacate. This is common in leases in subsidized housing.
3. In Texas, how many days’ notice is a landlord required to give a tenant before filing an eviction? See Texas Property Code §24.005(a)-(c) & (g).

In Texas, unless the written lease requires more or less time, a landlord must give a tenant at least three days’ written notice before the landlord can file an eviction lawsuit. Start counting on the day the notice is delivered.

4. Can I include a demand for payment in my notice to vacate? See Texas Property Code §24.005(i).

No, unless the landlord has already given a written notice or reminder to the tenant that rent is due and unpaid. If the landlord has sent a written reminder that rent was due and unpaid, the landlord may include a demand that the tenant pay the delinquent rent or vacate in the notice to vacate. If the landlord includes a demand that the tenant either vacate or pay the delinquent rent in the notice to vacate and has not sent a prior written notice to the tenant to pay rent due, the notice to vacate is not valid.

5. How is a landlord supposed to deliver the notice to vacate to the tenant? See Texas Property Code § 24.005(f), (f-1), (f-2).

The notice to vacate must be delivered to the tenant of the rental property in at least one of the four ways listed below. For delivery to be legally sufficient, a landlord cannot slide the notice under the door, stick it in the door jam, place it inside the property, or use any method other than one of the following ways:

- By mail to the property, which can be by regular mail, certified mail return receipt requested, or registered mail return receipt requested;
- By personal delivery to the tenant or anyone who is 16 years or older and lives at the property;
- By securely attaching the notice to the **inside** of the main entry door (not the screen/storm door); or
- By securely attaching the notice to the **outside** of the main entry door (not the screen/storm door). *This option can only be used in limited situations. Before using this option, read very carefully below:*

For notice to be given on the **outside** of the main entry door:

- the property must not have a mailbox AND the 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 owner reasonably believes someone will be harmed if the notice is delivered in person or attached to the inside of the door.

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

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

6. Is there some specific language required in the notice to vacate?

No, but the notice to vacate must make an explicit demand that the tenant(s) and any other occupants move out in a certain number of days or by a specific date.

## II. Instructions for Filling out the Landlord's Notice to Vacate

The italicized words below are from the Landlord's Notice to Vacate form.

The word "you" on the form refers to the tenant.

1. **To:** List all tenants who live at the property.
2. **From:** Write the landlord's name (not the landlord's authorized agent).
3. **Property Address:** Write the street address, unit number (if any), city, state, and ZIP of the property.
4. **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 after the date of delivery, unless the parties agreed on a short or longer notice period in a written lease or agreement. If delivery will be by mail, make sure to include time for the mail to arrive at the property.
5. **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."
6. **Date of delivery:** Write in the date the notice was delivered to the tenant.
7. **Landlord's Signature Block:** 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. For your records, check all that apply. See FAQ 5.

- Hand Delivered** to \_\_\_\_\_ on \_\_\_\_\_ [date] by \_\_\_\_\_ [person who delivered it]. *Must be hand delivered 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 \_\_\_\_\_ [date] by \_\_\_\_\_ [person who delivered it]. *Must be posted to the inside of the main entry door.*
- By Mail** to the tenant at the property in question.
  - **Regular Mail,**
  - **Certified Mail,** Return Receipt Requested Number \_\_\_\_\_, or
  - **Registered Mail,** Return Receipt Requested Number \_\_\_\_\_.
- Attached to the **outside** of the main entry door. *This option can only be used in limited situations. Before using this option, read FAQ 5 above very carefully.*

**LANDLORD'S NOTICE TO VACATE PRIOR TO FILING EVICTION**  
PER TEXAS PROPERTY CODE §24.005

To: *Tenant/s*

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*List all tenants.*

From: *Landlord*

Property Address:

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:

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

3. Date of delivery, if known: \_\_\_\_\_.

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***Landlord or Authorized Agent Signature***

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*Landlord or Authorized Agent Name*

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*Address*

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*City, State, Zip Code*

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*Phone Number*

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*Email Address, if you check it frequently*

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*Date*

**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.**

# NEW OWNER'S NOTICE OF LEASE TERMINATION AFTER FORECLOSURE FAQS AND INSTRUCTIONS

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

## Use this form if:

- You want to terminate a written or oral lease of a residential tenant in a foreclosed property who has not violated the terms of the lease. If the tenant has violated the terms of the lease, use the Landlord's Notice to Vacate Prior to Filing Eviction form instead. Visit [Texas State Library Tenant Rights in Foreclosure](#).

These FAQs and instructions are meant to be used with the New Owner's Notice of Lease Termination after Foreclosure form. Read these instructions carefully.

## Frequently Asked Questions:

### 1. What is the Protecting Tenants at Foreclosure Act (PTFA)?

The federal Protecting Tenants at Foreclosure Act (PTFA) gives residential tenants certain rights in foreclosed properties. The PTFA states what notice a buyer of a foreclosed residential property must give tenants and when a tenant may stay until the end of their lease.

### 2. Does the PTFA protect residential tenants who have violated their lease?

No. After foreclosure, the new property owner may evict a tenant who is not paying rent or has otherwise violated the terms of the lease. If the tenant violates the terms of the lease, you must give the tenant a written notice to vacate. All other terms in the lease remain in effect.

If you are the new owner of a foreclosed property, it is a good idea to send the tenant written notice of where to pay rent and proof that you are the new owner.

### 3. Do all residential tenants living in a foreclosed property have these rights under the PTFA?

No. The PTFA only applies to a "bonafide tenant" with a "bonafide lease."

A tenant is not a bonafide tenant with a bonafide lease if the tenant:

- was the prior owner of the property whose mortgage was foreclosed or that prior owner's child, spouse, or parent, or
- is paying substantially less than a fair market rent, or
- signed the lease after the foreclosure.



If you are trying to evict someone listed above, use the Landlord’s Notice to Vacate Prior to Filing Eviction form.

4. If a tenant is not a bonafide tenant and the PTFA does not apply, how much time am I required to give them? See Texas Property Code 24.005(b).

If the PTFA does not apply because the tenant is a nonbonafide residential tenant who is not in default of their lease, you may need to give them a 30-day notice to vacate after foreclosure.

5. How do I terminate the lease under the PTFA of a tenant living in a foreclosed property if I want to evict them?

If you want to terminate the lease of a residential tenant who is living in a foreclosed property, you must give the tenant two notices before you can file for eviction:

- A written notice of lease termination after foreclosure, and
- A written notice to vacate.

You must give the written notice of lease termination after foreclosure before you give them a written notice to vacate. The written notice of lease termination after foreclosure tells the tenant when the lease will end after the property has been foreclosed.

6. Under the PTFA, how much time am I required to give in the notice of lease termination after foreclosure before I can give the notice to vacate?

You must give the tenant at least a 90-day notice of lease termination after foreclosure. However, if you do not intend to use the foreclosed property as your primary residence and the tenant has more than 90 days left on their lease, you must also allow them to stay until their lease ends.

7. What if the tenant doesn’t leave after I give them the lease termination notice under the PTFA?

If the notice of lease termination after foreclosure has been properly done and the tenant has not left by the time the notice of lease termination after foreclosure ends, you must then give the tenant a written notice to vacate. See Landlord’s Notice to Vacate Prior to Eviction Instructions.

### **Instructions for Filling out New Owner’s Notice of Lease Termination after Foreclosure**

The italicized words below are from the New Owner’s Notice of Lease Termination after Foreclosure form. In the form, the word “you” refers to the tenant.

- *To* – List all tenants who signed the written lease, or if an oral lease, all tenants who made the agreement.

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

# NEW OWNER'S NOTICE OF LEASE TERMINATION AFTER FORECLOSURE

To: *Tenant(s)*

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*(List all tenants who signed the written lease, or if an oral lease, all tenants who made the agreement.)*

From: *New Owner*

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Property Address: \_\_\_\_\_

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

- The new 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: \_\_\_\_\_.
  
- The new owner does not intend to live in the property. You have 90 days from the date of delivery of this notice, or if more than 90 days remains on your lease, you have until the end of your lease to vacate the property. Please vacate by this date: \_\_\_\_\_.

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

### ***New Owner or Authorized Agent Signature***

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*New Owner or Authorized Agent Name*

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*Address*

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*City, State, Zip Code*

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*Phone Number*

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*Email Address, if you check it frequently*

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*Date*

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

# INSTRUCTIONS

## EVICITION 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 **and** have already served tenant with a Notice to Vacate.

### Instructions:

1. *Case Number* – Leave this blank. The Clerk’s office will fill in the Case Number when you file this form.
2. *Name of Plaintiff/Landlord* – Write the Landlord’s name (not the landlord’s authorized agent).
3. *Name of Defendant(s)/Tenant(s)* – Write the names of the tenants you want to evict who are named in the oral or written lease.
4. *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.
5. *County, Texas* – Write in the name of the county in which the Property is located.
6. *Court Time AND Court Date* – Leave these blank. The Clerk’s office will fill in this information when you file the form.
7. *Complaint* – Write the street address, unit number (if any), city, and state of the Property.
8. *Service of Citation* – Write each Defendant’s name, their usual place of residence, or other address where they may regularly be found.
9. *Lease* – Check the box next to the type of lease the Defendant/Tenant has (written or oral) and write in the dates the lease began and ends.
  - Check whether the Defendant/Tenant pays rent monthly or weekly.
  - If the Defendant/Tenant gets a rent subsidy or voucher, write in the amount of the subsidy.
  - Write in the Defendant/Tenant’s portion of the rent.
  - Write in the total amount of rent due each week or month.

10. *Grounds for Eviction*: Check all that may apply.

- If the Defendant/Tenant did not pay rent as obligated under the written or oral lease, check the box next to “Failure to Fully 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 sums).
- If the 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 the Defendant/Tenant violated any terms of the lease other than unpaid rent or a holdover, check the box next to “Other Grounds for Eviction/Lease Violations,” then list the lease violation(s) and provide any facts or reasons that the Defendant/Tenant should be evicted.

11. *Request for Unpaid Rent* – If you have checked unpaid rent as grounds for eviction and want the court to award you unpaid rent, check the appropriate box.

12. *Notice to Vacate* – You must have properly worded and delivered a Notice to Vacate to the Defendant/Tenant before you can file the Eviction Petition. State how you delivered the Notice to Vacate to the Defendant/Tenant. See the Notice to Vacate in the Eviction Kit for more information and a Notice to Vacate form.

13. *Attorney’s Fees* – Check this box if you are asking the court to award you any attorney’s fees you incur. You can only claim attorney’s fees if you are a Texas licensed attorney or have hired a Texas licensed attorney to represent you. You must provide proof that you incurred attorney’s fees.

14. *Immediate Possession Bond* – Check this box if you are separately filing an immediate possession bond with the court as described in Texas Rule of Civil Procedure 510.5. See the information and form in the Request for Immediate Possession kit.

15. *Email Address Consent* – Complete this section only if you agree to receive by email any documents filed with the court or about the case. If so, list an email address that you check frequently.

16. *Plaintiff/Authorized Agent Information* – List your name, address, phone, and fax numbers.

17. *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 you do not want to use a notary or there is not a notary available. If you choose this option, you must provide your name, birthdate, and address, which will become publicly available as a part of the court’s record. Sign, and write the date and the county in which you signed.

- *Notary* – Check this box if you want to sign the Eviction Petition in front of a notary or you do not want to have the information required under the declaration, such as your address, in the public court record. **DO NOT SIGN UNTIL YOU ARE WITH A NOTARY.** Write your name and only sign it when you are 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.

\_\_\_\_\_  
And All Occupants  
Name of Defendant(s)/Tenant(s)

In the \_\_\_\_\_,  
(Court Type)  
Precinct, Place \_\_\_\_\_,  
(Precinct and Place Number)  
\_\_\_\_\_ County, Texas  
(County Name)

Court Time: \_\_\_\_\_

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

**Eviction Petition**

1. **Complaint:** I request that the Defendant(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) by personal service at the usual place of residence of Defendant(s) or by alternative service as permitted by law (Texas Rules of Civil Procedure 510.4(c)).

List the usual place of residence for each Defendant:

Defendant Name	Usual Place of Residence	Other Address

I know of no other addresses for Defendant(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 Fully Pay Rent as Grounds for Eviction:

Defendant(s) failed to fully pay rent as obligated under the written or oral lease for the following time period(s). List the month(s) 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 sums.) \$\_\_\_\_\_.

Holdover as Grounds for Eviction:

Defendant(s) did not move out when the lease ended on \_\_\_\_\_ (date).

Other Grounds for Eviction/Lease Violations:

List the lease violations or any facts or reasons for evicting defendants (List violations other than unpaid rent or holdover):

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

**5. Request for Unpaid Rent:**

I am asking for the above total unpaid rent.

I am NOT asking for the above total unpaid rent. I have the right to request at trial the amount of unpaid rent through the date of final judgment.

**6. Notice To Vacate:** I delivered a written notice to vacate the Property on \_\_\_\_\_ (date) by this method: \_\_\_\_\_ (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) be served with citation and that I get a judgment against Defendant(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:** *[Complete only if you agree]* I agree to receive any documents or pleadings about this case at the following email address: \_\_\_\_\_.

**11. Plaintiff/Authorized Agent Information**

\_\_\_\_\_  
Print Name of Plaintiff/Landlord or Authorized Agent

\_\_\_\_\_  
Phone & Fax Number

\_\_\_\_\_  
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 County\_\_\_\_\_  
Signature Month/Day/Year County 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 have received papers from the court listing a date and time that you must appear in 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.

An answer must have your name, address, telephone number, and fax number (if any). The Court or your landlord may need an email address 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?

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. *See* 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* the Instructions section below for a list of reasons.
- If you do not file an answer and do not show up at the trial, a "default judgment" may be issued against you and the landlord may get everything that the landlord asks for.
- If you have filed an answer and do not show up at the trial, the landlord must prove why you should be evicted. It is strongly recommended that you appear at the trial to tell the judge your side of the story. *See* Rules 503.6(c) and 510.6(b).

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

Yes. If your case is appealed to County Court and you did not file an answer in Justice Court, you **must file an answer with the County Court within 8 days** after the case was transferred from Justice Court to County Court. If you don't, the landlord can ask for a default judgment, and you will be evicted. It is recommended that you file an answer even if the 8-day deadline has passed. 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. See Rule 510.12.

If you've already filed an answer in Justice Court, you don't have to file another one in County Court.

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

Top Part of the Form/Heading: This information should be at the top of the 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* –Check the appropriate box. 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, 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:

- i. *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 the FAQs and 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 have, 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, the FAQs and Instructions for Notice to Vacate Prior to Filing Eviction Suit, and the 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 prevent 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 timely pay rent*: You tried to pay rent on time, but the landlord did not accept it.
  - 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. *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*
  - ii. *Ownership of the Property*: You are an owner or part owner of the property and should not be evicted. A court cannot resolve a question of ownership or title in an eviction. *Texas Rules of Civil Procedure 510.3(e)*.
- 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. *See 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, committing serious misconduct or criminal acts, or you or someone with you intentionally damaged the property or threatened someone. *See 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. See 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 the signature block 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 agree 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 the answer can be delivered. Check the one you used. Hand delivery means physically handing the answer to the Plaintiff/Landlord or their agent. Taping it to the door or leaving in the mailbox is not sufficient.
- *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 proper Notice to Vacate before filing this eviction case.
- The reason the Landlord filed this eviction case 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 case.
- 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 with the Landlord after the date the Landlord says I violated my lease.
- The person or entity that filed this eviction case is not the owner or representative of the owner of the Property in this case.
- I am a part or full owner in the Property in this case.
- 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 against eviction if your Landlord can prove you are being evicted for reasons other than to retaliation, like non-payment of rent. See instructions, part 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 a reasonable 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 your Landlord can prove you are being evicted for reasons other than your disability, like nonpayment of rent. See Instructions, part 2.d.ii.).

Please 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 under my signature below.

**By checking this box**, I agree to receive any documents filed with the court or about this case at the email address below that I check *regularly*. (Some courts and parties do not use email.)

4. I ask the Court to:

Grant judgment in my favor;  
Assess all costs against Plaintiff/Landlord; and  
Grant me any other relief to which I am entitled.

---

*Signature*

---

*Printed Name*

---

*Address*

---

*City, State, ZIP Code*

---

*Phone Number*

---


*E-mail address (if checked regularly)*

### 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 to Plaintiff/Landlord or their authorized agent,

 \_\_\_\_\_  
**Your Signature**

\_\_\_\_\_  
**Date**



Case Number \_\_\_\_\_

\_\_\_\_\_  
Name of Plaintiff/Landlord

In the Justice Court, Precinct \_\_\_\_\_

vs.

\_\_\_\_\_  
County, Texas  
(County Name)

\_\_\_\_\_  
Name of Defendant(s)/Tenant(s)

**FINAL EVICTION JUDGMENT**

The court heard this eviction on \_\_\_\_\_ (date).

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:**

You may appeal this judgment by filing a bond, making a cash deposit, or filing a Statement of Inability to Afford Payment of Court Costs within 5 days after this judgment was signed. See Texas Rule of Civil Procedure 510.9(a).

If an appeal is filed within 5 days by either party, the bond or cash deposit is \$ \_\_\_\_\_ unless a Statement of Inability to Afford Payment of Court Costs is filed.

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

**Important Notice:** If you are an individual (not a company), your money or property may be protected from being taken to pay this judgment. Find out more by visiting [www.texaslawhelp.org/exempt-property](http://www.texaslawhelp.org/exempt-property).

**Aviso Importante:** Si usted es una persona física (y no una compañía), su dinero o propiedad pudieran estar protegidos de ser embargados como pago de esta deuda decretada en juicio en contra suya. Obtenga mayor información visitando el sitio [www.texaslawhelp.org/exempt-property](http://www.texaslawhelp.org/exempt-property).

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\_\_.

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PRESIDING JUDGE