



Nancy Shepherd
Justice of the Peace
Lipscomb County



If you have any questions regarding procedures, you may contact our office. The Judge is, by law, unable to discuss any case with either party prior to the trial. The clerk will try to answer any procedural questions, however, she is not an attorney and will not answer any legal questions. If you have any legal questions, please contact any attorney or consult the Texas Rules of Civil Procedure 500-510 which is available at any public library as well as online.

EVICITION SUITS

An eviction suit must be filed in the County and Precinct where the rental property is located.

NOTICE TO VACATE The landlord must give the tenant a written notice to vacate. It must state the reason for demand of property and give a specific date by which the tenant must vacate the property. The notice must be signed by the landlord or landlord's agent and must include the date and time of deliver to the tenant. The notice to vacate shall be given in person or by mail at the property in question. Notice in person may be by personal delivery to the tenant or any person residing at the premises who is 16 years of age or older or personal delivery to the premises and affixing the notice to the inside of the main entry door. If the property has no mailbox and has a keyless bolting device, alarm system, or dangerous animal that prevents the landlord from entering the premises to leave the notice to vacate on the inside of the main entry door, then the landlord may affix the notice to the outside of the main entry door. Notice by mail may be by regular mail. Unless there is a written lease regulating the notice requirements, the landlord must give the tenant 72 hours (3 days) notice to vacate in cases pertaining to non-payment of rent and/or breach of lease.

WHO MAY FILE The owner of the property or the owner's agent may file the eviction suit. The agent may represent the owner in cases pertaining to non-payment of rent and holding over.

SUIT FOR RENT When a eviction suit is filed for non-payment of rent, the landlord may include in the suit any unpaid back rent that is owed by the tenant. The amount must be within the jurisdictional limit of the Court which is \$10,000.00 Any damages, late charges or other charges may not be included in suit, however, the landlord may file another suit in small claims court for these amounts.

FILING AN EVICTION SUIT If the tenant does not vacate the property by the date given in the notice, the landlord or agent may then file an eviction suit. The landlord or agent must fill out the enclosed petition & affidavit. The petition and affidavit must be signed in front of the court clerk or in front of a notary public. Bring to this office, the petition & affidavit, a copy of the notice to vacate, Justice Court Civil Case Information Sheet, Certificate of last known mailing address for defendant and the filing fees in the amount of \$46.00 and service fees in the amount of \$75.00 per tenant. The affidavit is a ServiceMembers' Civil Relief Act

(SCRA) affidavit, which shows proof the tenant is not in the armed forces on active duty. Each tenant that has signed the lease must be served with a citation. The exact amount of cash or check will be accepted. At the time of filing, a hearing date will be set by the Court. The date will be 10 to 21 days from the date of filing. A citation for each tenant will be issued to the Lipscomb County Sheriff's Office to be served on the tenant. The citation notifies the tenant that they are being sued for eviction and they are commanded to appear at the date and time of hearing. Either party has a right to a **JURY TRIAL**, a \$22.00 jury fee must be paid at least 3 days prior to the hearing date.

HEARING The landlord or landlord's agent must appear in the court for the hearing. Proper representation is essential. The landlord or agent must appear with all pertinent evidence pertaining to the case, (lease, notice to vacate, etc.) The burden of proof lies with the landlord. The landlord or agent must show the Court good and sufficient evidence proving right to regain possession of the property.

If the landlord fails to appear for the hearing, the case will be dismissed by the Court and the landlord will have forfeited all cost and will have to start the process over.

If the landlord wishes to drop the suit for whatever reason, (tenant moved, pays rent, etc.) a letter of dismissal is requested by the Court. Please notify the Court prior to the hearing so that the docket can be adjusted. At the hearing, a judgment will be entered for either the landlord or the tenant. Either party has the right to appeal the decision of the Court with 5 days from the date of the judgment.

If a judgment is rendered in favor of the landlord, the tenant has 5 days to vacate the property or appeal the decision of the Court. If they do not, the landlord has the right to obtain a Writ of Possession.

WRIT OF POSSESSION A writ of possession may not be issued more than 60 days after judgment for possession is signed. For good cause, the court may extend the deadline for issuance to 90 days after judgment is signed. A writ of possession is a legal document issued to the Sheriff's Office by the Court directing them to take possession of the property and turn possession over to the landlord. The cost of a writ is \$150.00, plus \$5.00 issuance fee. The Sheriff's office is required to give the tenant notice that the writ will be executed not sooner than 24 hours after the notice is posted. When the writ is executed, the Sheriff's office will turn the premises over to the landlord.

THE SERVICEMEMBERS CIVIL RELIEF ACT

The Servicemembers Civil Relief Act ("SCRA") is a federal law which imposes certain procedural requirements in civil cases to protect members of the armed services and their families. These requirements apply to any court of any state whether or not the court is a court of record.

In any case in which the defendant does not make an appearance, before entering a judgment for the plaintiff the court "shall require the plaintiff to file with the court an affidavit:

- (A) stating whether or not the defendant is in military service and *showing necessary facts to support the affidavit*; or
- (B) if the plaintiff is unable to determine whether or not the defendant is in military service, stating that *the plaintiff is unable to determine whether or not the defendant is in military service*.

If the plaintiff fails to file an affidavit under the SCRA in an eviction case, the court may not grant a default judgment. Likewise, if the plaintiff files an affidavit stating that the defendant is not in military service, but fails to "show necessary facts to support the affidavit," the court may not grant a default judgment.

(Typically, plaintiffs will attach a printout from the Department of Defense website (<https://www.dmdc.osd.mil/scra/owa/home>) but they are not required to use that form as long as they show "necessary facts" to support the affidavit. For example, in one case a plaintiff attached an affidavit from the defendant's mother stating that he was not in military service.)

A source that can be used to determine the Military Status of a Defendant, is the following Service Member's Civil Relief Act website:

<https://www.dmdc.osd.mil/scra/owa/home>

Or, if you are unable to use this website you may request Active Duty Verifications by mail:

You must provide a SSN and a last name. The birth date is optional, but suggested when available. The SSN must match for the DMDC to identify an individual as on Active Duty.

Military verification requests by mail can be sent with a self-addressed stamped envelope to the following address.

Defense Manpower Data Center Attn: Military Verification 1600 Wilson Blvd., Suite 400 Arlington, VA 22209-2593

Please note Defense Manpower will not process your request without a self-addressed stamped envelope.

CASE NO. _____

IN THE JUSTICE COURT

Plaintiff

COUNTYWIDE

Vs.

LIPSCOMB COUNTY,

Defendant

TEXAS

STATE OF TEXAS
COUNTY OF LIPSCOMB

AFFIDAVIT OF MILITARY STATUS OF DEFENDANT(S)

Before me the undersigned notary or clerk of the justice court, on this day personally appeared the undersigned affiant whose identity is known to me. After I administered an oath to such affiant, he or she upon oath and under penalty of perjury (fine and/or up to one year in jail), stated the following:

My name is [please print] _____

I am [check one] () the plaintiff or () an authorized agent of the plaintiff in the case described at the top right 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.

[check the appropriate box and fill in the blanks as applicable]

☐ No defendant in this case is on active duty in the U. S. military (Army, Navy, Air Force, Marines, or Coast Guard), and no defendant is a dependant of a servicemember on active military duty. The facts upon which I base my knowledge conclusions are as follows: _____

☐ Defendant [insert name(s)] _____
is on active duty in the U. S. military.

☐ The undersigned (if the undersigned is acting agent of plaintiff) is not able to determine whether any defendant is with the U. S. military.

☐ Defendant [insert name(s)] _____
has signed, while on active duty, a separate written waiver or a written lease containing a waiver of his or her rights under the U. S. Servicemembers Civil Relief Act of 2003.

X _____

Signature of Affiant

SWORN TO and SUBSCRIBED before me by _____ on _____, 20__.

[check one] () Notary Public for State of Texas or () Clerk/Justice the Peace

Basic Information Necessary for Non-Payment of Rent Evictions

1. Identify yourself as the **owner** or the **property manager** of
2. Name of Property or Property address
3. Which is located in JP Precinct Countywide-Lipscomb County
4. The Defendant, as tenant, entered into a lease agreement with _____ (owner or property management company) on _____ (lease start date) which lease is still in its original term **OR** which lease has been extended on a month-to-month basis
5. The term of the lease is for _____ months at \$ _____ per month which is due on the _____ and late on the _____
6. Past months' rental (no late fees)----- \$ _____
Plus
This month's rent divided by 30 x number of days through court date \$ _____
Totals pro-rated rent due----- \$ _____
The amount of **pure, lived-up, back rent, pro-rated** through today's date, is
\$ _____.
7. The Defendant is in violation of the lease paragraph(s) _____. The lease states that the tenant loses the right to possess the premises if any terms of the lease contract are breached.
8. Proper written **Notice to Vacate** was hand delivered and/or posted to the inside/outside of the door and/or mailed to the Defendant on _____.
9. Plaintiff has provided an affidavit that the Defendant is not in the military service, or if he/she is the military service, is not on active duty. **OR**
- 9A. Plaintiff has been unable to determine whether or not Defendant is in the military service on active duty; **OR**
- 9B. Defendant is in the military service on active duty.
(Note: This testimony is only required if Defendant is not present in court. If Defendant was not personally served and is not present, there can be no award of possession of the premises without this sworn information)
10. Plaintiff is requesting possession of the property plus back rent in the amount of \$ _____ plus court costs of \$ _____ for a total of \$ _____
OR
- 10A. Plaintiff is requesting **possession only** of the property, and is not seeking an award for any of the back rent that might be due.

THIS IS NOT A SCRIPT!
IT IS A TOOL TO ASSIST A NON-LAWYER IN MAKING
AN ORDERLY PRESENTATION

JUSTICE COURT CIVIL CASE INFORMATION SHEET (4/13)

CAUSE NUMBER (FOR CLERK USE ONLY): _____

STYLED

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

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

1. Contact information for person completing case information sheet:		2. Names of parties in case:
Name: _____	Telephone: _____	Plaintiff(s): _____
Address: _____	Fax: _____	_____
City/State/Zip: _____	State Bar No: _____	Defendant(s): _____
Email: _____		_____
Signature: _____		_____
		[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.	

PETITION for EVICTION Case No. _____

Plaintiff(s)/Landlord(s) (Actual Landlord/Property Name)

v.

List all Defendant(s)/Tenant(s) for which eviction is sought

§
§
§
§
§
§
§

In the Justice Court

County of Lipscomb

State of Texas

Monthly Rent
\$
If Government Subsidy
Subsidy Amount
\$
Tenant's Portion
\$

COMPLAINT: Plaintiff (Landlord), being duly sworn on oath, hereby files this written complaint against the above named Defendant(s) for eviction from Plaintiff's premises (including storerooms and parking areas), which is located in Justice of the Peace Lipscomb County. Address of the property is:

Street AddressUnit No. (if any)CityStateZip

SERVICE OF CITATION(S): Plaintiff requests service of citations by personal service at the premises address described above or by alternate service, if necessary. Other Addresses where the Defendant(s) may be served are:

Location Name and Street AddressUnit No. (if any)CityStateZip

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) _____

☐ UNPAID RENT AS GROUNDS FOR EVICTION: Defendant(s) failed to pay rent for the following time period(s): _____ . TOTAL DELINQUENT RENT AS OF DATE OF FILING IS: \$ _____

☐ HOLDOVER AS GROUNDS FOR EVICTION: Defendant(s) are unlawfully holding over since they failed to vacate at the end of the rental term or renewal of extension period, which was the _____ day of _____, 20____.

☐ OTHER GROUNDS FOR EVICTION/LEASE VIOLATIONS: Lease Violations (if other than non-payment of rent – list lease violations) _____

NOTICE TO VACATE: Plaintiff has given defendant(s) a written notice to vacate (according to Chapter 24.005 of the Texas Property Code) and demand for possession. Such notice was delivered on the _____ day of _____, 20____ and delivered ☐ 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. Thereafter Defendant(s) failed to surrender possession of the above described premises by the date specified in the notice to vacate on the _____ day of _____, 20____, thereby committing a forcible detainer.

ATTORNEY FEES: Plaintiff ☐ will be or ☐ will NOT be seeking applicable attorney's fees. Attorney's name and contact information is:

Attorney NameStreet AddressUnit No. (if any)CityStateZipPhone NumberFax NumberEmail Address

☐ BOND FOR POSSESSION: If Plaintiff has filed a bond for possession, plaintiff requests (1) that the amount of Plaintiff's bond and Defendant's counter bond be set, (2) that Plaintiff's bond be approved by the Court, and (3) that proper notice as required by the Texas Justice Court Rules are served to the Defendant(s) with the Citation for Eviction.

REQUEST FOR JUDGMENT: Plaintiff prays that Defendant(s) be served with citation and the Plaintiff have judgment against Defendant(s) for: possession of premises, including removal of Defendant(s) and Defendant(s) possessions from the premises, applicable unpaid rent, attorney's fees, court costs, and post-judgment interest on the above sums at the highest legal rate.

Printed Name of Petitioner

☐ I give my consent for any filings, pleadings or notices to be sent to my email address which is: _____

X
Signature Landlord, Landlord's authorized Agent, or Landlord's Attorney (If Attorney) Bar Card Number _____

Address

CityStateZip

Phone NumberFax Number

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

(Seal)

Notary Public or Clerk of the Court

PROPER DRESS IS REQUIRED IN COURT!

All requirements pertain to both adult and juvenile males and females unless otherwise noted. Failure to comply may result in the resetting of the case to a later date, or in the extreme, contempt of court:

Shoes are required.

No sleeveless shirts

No shorts (women are permitted to wear dress shorts with hosiery)

No exposed midriffs

No clothing displaying offensive words or pictures (the Court retains the exclusive right to define "offensive" on an individual basis.

No hats

No visible body piercings deemed distracting by the Court.

Cleanliness. (If necessary, washrooms are available in the building)

Officers of the court are held to the higher standards generally recognized in Texas Courts.

INFANTS AND SMALL CHILDREN should be left with a sitter or at home in the care of a competent adult. There are no childcare facilities in the courthouse. Loud or crying children should be taken out of the courtroom.