

NOTICE TO VACATE

TO: _____ DATE: _____

TIME: ____:____ __M

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

YOU ARE HEREBY NOTIFIED THAT THIS IS YOUR () THREE 3 () THIRTY 30 (CHECK ONE)
DAY NOTICE TO VACATE THE PREMISES LOCATED AT

WHICH YOU NOW CURRENTLY OCCUPY.

FOR REASONS OF: _____

YOU ARE TO VACATE THE PREMISES ON OR BEFORE MIDNIGHT ON THE

_____ DAY OF _____, _____.

YOUR FAILURE TO MOVE OUT WILL RESULT IN APPROPRIATE LEGAL ACTION BEING
FILED IN THE PROPER COURT TO REMOVE YOU FROM THE PREMISES. YOUR RIGHTS
OF OCCUPANCY AND POSSESSION ARE HEREBY TERMINATED. YOUR LIABILITY HAS
NOT BEEN TERMINATED.

NOTICE WAS () HAND DELIVERED OR () MAILED AND POSTED ON

THE _____ DAY OF _____, _____.

SIGNATURE OF OWNER OR REPRESENTATIVE



County of Potter

STATE OF TEXAS

ROBERT TAYLOR
JUSTICE OF THE PEACE
PRECINCT 2
500 SOUTH FILLMORE
SUITE 502
AMARILLO, TEXAS 79101
806-379-2390 OFFICE
806-379-2845 FAX

CAUSE NO. _____

_____	§	IN THE JUSTICE COURT
PLAINTIFF	§	
	§	
v.	§	PRECINCT 2
_____	§	
DEFENDANT	§	POTTER COUNTY, TEXAS

REQUEST TO MOVE FORWARD (CDC MORATORIUM)

I, Plaintiff, do wish to proceed with this case under the Supreme Court's Emergency Orders related to the CDC Moratorium.

- I request this case to be set for an eviction trial.
- I wish to dismiss this case
- I would like to wait until the CDC moratorium expires

- I acknowledge and understand that there is a federal eviction moratorium issued by the CDC, currently scheduled to expire on October 3, 2021.
- I acknowledge and understand that this moratorium creates civil and criminal liabilities for landlords who evict tenants who are protected by the order.

Signature

Date

Printed Name & Address

PETITION: EVICTION CASE

CASE NO. (court use only) _____

With suit for Rent

COURT DATE: _____

In the Justice Court, Precinct _____, _____ County, Texas

PLAINTIFF _____
(Landlord/Property Name)

Rental Subsidy (If any) \$ _____

VS.

Tenant's Portion \$ _____

DEFENDANT(S): _____

TOTAL MONTHLY RENT \$ _____

COMPLAINT: Plaintiff (Landlord) hereby complains of the defendant(s) named above for eviction of plaintiff's premises (including storerooms and parking areas) located in the above precinct. Address of the property is:

Street Address Unit No. (If any) City State Zip

1. SERVICE OF CITATION: Service is requested on defendants by personal service at home or work or by alternative service as allowed by the Texas Justice Court Rules of Court. Other addresses where the defendant(s) may be served are:

2. 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 period(s) IS: \$ _____
Plaintiff reserves the right to orally amend the amount at trial to include rent due from the date of filing through the date of trial.

3. OTHER GROUNDS FOR EVICTION/LEASE VIOLATIONS: Lease Violations (If other than non-paid rent - list lease violations): _____

4. 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____.

5. 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 _____ and delivered by this method: _____

6. ATTORNEY'S FEES: Plaintiff will be or will NOT be seeking applicable attorney's fees. Attorney's name, address, and phone & fax numbers are: _____

7. I have not received the declaration under penalty of perjury for the Centers For Disease Control and prevention's temporary halt in evictions to prevent further spread of COVID-19.

REQUEST FOR JUDGMENT: Plaintiff prays that defendant(s) be served with citation and that plaintiff have judgment against defendant(s) for: possession of premises, including removal of defendants and defendants' possessions from the premises, unpaid rent IF set forth above, attorney's fees, court costs, and interest on the above sums at the rate stated in the rental contract, or if not so stated, at the statutory rate for judgments under Civil Statutes Article 5069-1.05.

I give my consent for the answer and any other motions or pleadings to be sent to my email address which is: _____

8. The Plaintiff has reviewed the information about the Texas Eviction Diversion Program available at www.txcourts.gov/eviction-diversion

Petitioner's Printed Name

Signature of Plaintiff (Landlord/Property Owner) or Agent

DEFENDANT(S) INFORMATION (if known):
DATE OF BIRTH: _____
*LAST 3 NUMBERS OF DRIVER LICENSE: _____
*LAST 3 NUMBERS OF SOCIAL SECURITY: _____
DEFENDANT'S PHONE NUMBER: _____

Address of Plaintiff (Landlord/Property Owner) or Agent
City State Zip

Phone & Fax No. of Plaintiff (Landlord/Property Owner) or agent

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

Justice Court Civil 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.

<p>1. Contact information for person completing case information sheet:</p> <p>Name: _____ Telephone: _____</p> <p>Address: _____ Fax: _____</p> <p>City, State Zip: _____ State Bar No.: _____</p> <p>Email: _____</p> <p>Signature _____</p>	<p>2. Names of parties in case:</p> <p>Plaintiff(s): _____</p> <p>_____</p> <p>Defendant(s): _____</p> <p>_____</p> <p>_____</p> <p>[Attach additional page as necessary to list all parties]</p>
<p>2. Indicate case type, or identify the most important issue in the case (select only 1):</p>	
<p><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 \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>	<p><input type="checkbox"/> Eviction: An eviction case is a lawsuit brought to recover possession of real property, often by a landlord against tenant. A claim for rent maybe joined with an eviction case if the amount of rent due and unpaid is not more than \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>
<p><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 \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>	<p><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 \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>



County of Potter

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CASE NO. _____

AFFIDAVIT
50 USC Sec. 520

Plaintiff being duly sworn on oath deposes* and says that defendant(s) is (are)

(CHECK ONE)

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

PLAINTIFF

(Select the applicable title under the signature for the jurat below)

Subscribed and sworn to before me on this the _____ day of _____, 20__.

NOTARY / CLERK

Notary Public in and for the State of Texas

SEAL

Clerk of the Justice Court

*Penalty for making or using 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.



County of Potter

STATE OF TEXAS

Case No: _____
(Print court information exactly as it appears on your Petition)

_____ In the (check one):
 District County Justice Court of:
_____ County, Texas

Certificate of Last Known Mailing Address

1. My name is: _____
First Middle Last

2. I am the Petitioner in this case.

3. The Respondent's name is: _____
First Middle Last

4. I certify that the last known mailing address I have for the Respondent is:

Address City State Zip

Respectfully submitted,

Your Signature Date

Your Printed Name Phone

Your Mailing Address City State Zip

Email Address: _____ Fax # (if available) _____



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v.	§	PRECINCT NO. 2
	§	
_____	§	
DEFENDANT	§	POTTER COUNTY, TEXAS

VERIFICATION OF COMPLIANCE WITH SECTIONS 4023 AND 4024 OF THE CARES ACT AND THE CDC ISSUED FEDERAL EVICTION MORATORIUM 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 plaintiff (select the one that applies): is is not
a "multifamily borrower" currently under forbearance under Section 4023 of the CARES Act.
- d. 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."
- e. 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.*

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. 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).