

Cause No. _____

_____, Plaintiff

IN THE JUSTICE COURT

vs.

PRECINCT THREE

_____, Defendant

GILLESPIE COUNTY, TEXAS

PLAINTIFF'S COMPLAINT FOR FORCIBLE DETAINER AND SUIT FOR RENT

TO THE HONORABLE JUSTICE OF THE PEACE:

NOW COMES _____ (Landlord), herein referred to as Plaintiff, and files this complaint against _____ (Tenant), Defendant herein, and all occupants of the premises described herein and respectfully shows the Court the following:

1. Plaintiff does business in Gillespie County, Texas, and Defendant resides in, _____ County, Texas, and may be served with process at: _____

_____ or at Defendant's work address: _____ or at such other place as the Defendant may be found. Plaintiff knows of no other home or work address of the Defendant in Gillespie County, Texas. Service is requested on Defendants by personal service at home or work or by alternate service under Rule 742 or Rule 742a. The Leased Premises are located in Justice Precinct Three, Gillespie County, which is at: _____.

2. The Leased Premises are located within Justice Precinct Three, Gillespie County, Texas.

3. Plaintiff entered into an agreement with Defendant for occupancy of the Leased Premises. Defendant has violated the terms of the agreement by: (Check applicable paragraph.)

Default in payment of rent under the agreement for _____ months. Plaintiff made written demand of the Defendant for possession of the Leased Premises on the _____ day of _____, 20____.

Breach of the terms and conditions of the agreement by: _____

Holding over the Leased Premises after termination of the agreement and written demand by the Plaintiff for the return of same.

4. Plaintiff is entitled to, and seeks possession of, the Leased Premises after having made written demand of the Defendant for the return of same, and Defendant is still in possession of the Leased Premises.

5. In addition to possession of the Leased Premises, Plaintiff seeks judgment against Defendant for:

Back rent in the amount of \$_____, plus daily rent in the amount of \$_____ per day as may accrue between the date of filing this complaint and surrender of the Leased Premises.

Interest at the maximum legal rate until judgment is paid in full.

Reasonable attorney's fees if employment of counsel is necessary and verified.

FAILURE TO APPEAR FOR TRIAL MAY RESULT IN A DEFAULT JUDGMENT BEING ENTERED AGAINST YOU.

SUIT TO EVICT

THIS SUIT TO EVICT INVOLVES IMMEDIATE DEADLINES. CALL THE STATE BAR OF TEXAS TOLL-FREE AT 1-877-9TEXBAR IF YOU NEED HELP LOCATING AN ATTORNEY. IF YOU CANNOT AFFORD TO HIRE AN ATTORNEY, YOU MAY BE ELIGIBLE FOR FREE OR LOW-COST LEGAL ASSISTANCE.

DEMANDA DE DESALOJO

ESTA DEMANDA DE DESALOJO IMPLICA UNA FECHA LIMITE INMEDIATA. PARA ASISTENCIA ENLOCALIZAR A ABOGADO COMUNÍQUESE A LA ASOCIACIÓN DE ABOGADOS DE TEXAS AL NUMERO GRATUITO 1-877-9TEXBAR EN CASO DE NO PODER PAGAR UN ABOGADO. TAL VEZ CALIFIQUE PARA ASISTENCIA LEGAL GRATUITA O BAJO-COSTO.

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that Defendant be cited to answer the complaint, and upon final hearing hereof, that Defendant be adjudged GUILTY/NOT GUILTY of Forcible Detainer, that restitution of the Leased Premises be made to the Plaintiff and that Plaintiff recover of Defendant judgment for the amount which Plaintiff may show the Court it is entitled to recover including rent, interest, attorney's fees and costs, and for such other relief as Plaintiff may show entitlement.

Plaintiff's Address

Plaintiff

Plaintiff's Phone Number

By Plaintiff's Agent

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

Notary Public/Court Clerk