

BASTROP COUNTY JUSTICE OF THE PEACE PRECINCT ONE

Physical Address: 803 PINE STREET, BASTROP, TEXAS, 78602 (3rd floor)

Mailing Address: PO BOX 336, BASTROP, TEXAS, 78602, PHONE: 512-581-4258



EVICTON CASE

Includes:

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

Please make sure to read all the information provided. If you still have questions that are not procedural, then utilize legal resources (some enclosed) or a lawyer. The clerks are not allowed to give legal advice. This is for your protection as well as our own. The enclosed information does not replace consultation or assistance from an attorney and is not advice from our court/clerks.

At minimum, you must provide the following to the court with your completed paperwork to start the filing of your paperwork/case:

1. \$51.00 filing fee payable to JP #1. Our court only accepts Cashier Check, Money Order or Company Check IF the plaintiff is the company or a part of the suit.
2. \$75.00 citation fee payable to Bastrop County Constable. This fee is for **EACH** citation/defendant to be served listed on the petition.
3. ***If you are awarded judgment***, and ***IF*** you need to file a Writ of Possession ***after the hearing*** has been heard (see more information within this packet), then at minimum, you must provide the following to the court with your formal request to start the filing of the Writ of Possession:
 1. \$5.00 filing fee payable to JP #1. Our court only accepts Cashier Check, Money Order or Company check IF the plaintiff is the company or part of the suit.
 2. \$250.00 writ fee payable to Bastrop County Constable.

For information in regards to Eviction laws, information and current orders in place for the CARES Act and CDC, please utilize the legal resources provided or visit:

<https://www.tjctc.org/SRL.html>

It is the Plaintiff's responsibility to know the most current orders active in regards to evictions.

Resources AND Legal Assistance (Additional resources AT THE END OF THIS PACKET)

- Texas Lawyer Referral Service - (800) 252-9690
- To check military status – <https://scra.dmdc.osd.mil/>
- Texas Justice Court Training Center information for self-represented litigants – <https://www.tjctc.org/SRL.html>
- State Bar of Texas Information, including Legal Information and Low or No-Cost Legal Assistance: www.texasbar.com, and then click on “For The Public.”
- Forms and Information, including for other types of cases – www.texaslawhelp.org
- **Texas RioGrande Legal Aid, Inc.** 800-369-9270 (San Antonio) 888-988-9996 (Main Office) www.trla.org
 - Provides free legal services to low-income residents in 68 south, central, and west counties in Texas; provides free legal services to survivors of sexual assault in 114 counties in north and west Texas; represents migrant and seasonal farm workers in 7 states; operates public defender programs in several Southwest Texas counties (court-appointed only); for assistance in civil cases, call Monday through Thursday 8am-8pm; Friday 8am-6pm. Legal services hotline: 888-988-9996. Disaster-Related Hotline: 866-757-1570. Legal Aid for Survivors of Sexual Assault (LASSA) Hotline: 800-991-5153.

CAUSE NO. _____

PLAINTIFF

v.

DEFENDANT

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PRECINCT NO. ONE

BASTROP 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:

of Apartment Complex (if any) Name

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 : _____

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).

CAUSE NO. _____

_____	§	IN THE JUSTICE COURT
PLAINTIFF	§	
v.	§	PRECINCT NO. ONE
_____	§	
DEFENDANT	§	BASTROP COUNTY, TEXAS

It is the Plaintiff's responsibility to know the most current orders active in regards to evictions. (Such as CARES ACT and the CDC Moratorium.)

Petition: Eviction Case

COMPLAINT: Plaintiff hereby sues the following Defendant(s) _____ for eviction of Plaintiff's premises (including storerooms and parking areas) located in the above precinct. The address of the property is:

Street Address	Unit No. (if any)	City	State	Zip
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GROUND FOR EVICTION: Plaintiff alleges the following grounds for eviction:

- Unpaid rent.** Defendant(s) failed to pay rent for the following time period(s): _____ . The amount of rent claimed as of the date of filing 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.
- Other lease violations.** Defendant(s) breached the terms of the lease (other than by failing to pay rent) as follows: _____
- Holdover.** Defendant(s) are unlawfully holding over by failing to vacate at the end of the rental term or renewal of extension period, which was the ____ day of _____, 20__.

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__ by this method: _____

SUIT FOR RENT: Plaintiff does or does not include a suit for unpaid rent.

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

IMMEDIATE POSSESSION BOND: If Plaintiff has filed a bond for immediate possession, Plaintiff requests that: (1) the Court set the amount of the bond; (2) the Court approve the bond;

and (3) proper notices, as required by the Texas Rules of Civil Procedure, are given to Defendant(s).

SERVICE OF CITATION: Service is requested on Defendant(s) by: personal service at home or work, or by delivery to a person over the age of 16 years at Defendant's usual place of residence. If required, Plaintiff requests alternative service as allowed by the Texas Rules of Civil Procedure. Other home or work addresses where Defendant(s) may be served are:_____

_____.

Plaintiff knows of no other home or work addresses of Defendant(s) in this county.

RELIEF: Plaintiff requests that Defendant(s) is served with the citation and that Plaintiff is awarded a judgment against Defendant(s) for: possession of the premises, including removal of Defendant(s) and Defendant's 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 lease, or if not so stated, at the statutory rate for judgments.

I hereby request a jury trial. The fee is \$22 and must be paid at least 3 days before trial.

I hereby consent for the answer and any other motions or pleadings to be sent to my email address as follows:_____.

Plaintiff's Printed Name

Signature of Plaintiff or Agent or Attorney

Defendant's Information (if known):

Date of birth: _____

Address of Plaintiff or Agent or Attorney

Last three digits of Driver License: _____

Last three digits of Soc. Sec. No.: _____

Phone No.: _____

City State Zip

Phone&Fax # of Plaintiff , Agent, Attorney

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____

SIGNATURE OF CLERK OF THE JUSTICE COURT (If submitted to the court IN PERSON)
OR **NOTARY** (If not brought in personally and signed in front of the Court Clerk)

CAUSE NO. _____

§

IN THE JUSTICE COURT

PLAINTIFF

§

v.

§

PRECINCT NO. ONE

§

DEFENDANT

§

BASTROP COUNTY, TEXAS

Certificate of Last Known Mailing Address

1. Plaintiff name and address is:

First

Middle

Last

Mailing address of Plaintiff

2. Agent or Attorney of Plaintiff name and address is:

First

Middle

Last

Mailing address for Agent or Attorney for Plaintiff

3. The Respondent's (Defendant's) name is:

First

Middle

Last

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

Address

City

State

Zip

Respectfully submitted,



Your Signature

Date

Your Printed Name

()

Phone

Instructions: The Servicemembers Civil Relief Act applies to a civil proceeding in the Justice Courts. Before entering a default judgment against an individual defendant, the plaintiff must file with the court an affidavit stating whether or not the defendant is in the military service, showing necessary facts to support the affidavit, or stating that the plaintiff is unable to determine whether or not the defendant is in military service, if that is the case. The requirement for an affidavit may be satisfied by a written, signed document declared to be true under penalty of perjury. If it appears that the defendant is in military service, the court may not enter a judgment until after the court appoints an attorney to represent the defendant. If the court is unable to determine if the defendant is in military service, the court may require plaintiff to file a bond in an amount approved by the court. A person who makes or uses an affidavit under this Act knowing it to be false, may be fined or imprisoned or both. 50 U.S.C. App. 501 et seq. To obtain certificates of service or non-service under the Servicemembers' Civil Relief Act, you may access the public website: <https://scra.dmdc.osd.mil/scra/#/home>. This website will provide the current active military status of an individual.

CAUSE NO. _____

_____	§	IN THE JUSTICE COURT
PLAINTIFF	§	
v.	§	PRECINCT NO. ONE
_____	§	
DEFENDANT	§	BASTROP COUNTY, TEXAS

Military Service Affidavit

BEFORE ME, on this day personally appeared, _____, who, under penalty of perjury, stated that the following facts are true:

I am the Plaintiff attorney of record for the Plaintiff in this proceeding.

_____, Defendant, **is not** in military service.

_____, Defendant, **is** in military service.

I know this because _____

I am unable to determine whether or not the Defendant is in military service.

Signed on _____

Signature
 Printed Name: _____
 Address: _____
 Telephone: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

SWORN TO AND SUBSCRIBED BEFORE ME on

 NOTARY PUBLIC, State of Texas

LEGAL RESOURCES / LEGAL AID RESOURCES

Texas RioGrande Legal Aid, Inc. 800-369-9270 (San Antonio) 888-988-9996 (Main Office) www.trla.org

Provides free legal services to low-income residents in 68 south, central, and west counties in Texas; provides free legal services to survivors of sexual assault in 114 counties in north and west Texas; represents migrant and seasonal farm workers in 7 states; operates public defender programs in several Southwest Texas counties (court-appointed only); for assistance in civil cases, call Monday through Thursday 8am-8pm; Friday 8am-6pm. Legal services hotline: 888-988-9996. Disaster-Related Hotline: 866-757-1570. Legal Aid for Survivors of Sexual Assault (LASSA) Hotline: 800-991-5153.

Capital Area Aids Legal Project (CAALP) 512-406-6173 (Main Office) www.asaustin.org

The Capital Area AIDS Legal Project is a collaboration between Volunteer Legal Services of Central Texas and AIDS Services of Austin. The project provides legal assistance to low income individuals affected by HIV/AIDS on most civil legal issues including but not limited to family law, public benefits, landlord/tenant issues, consumer law, and estate planning. A legal clinic is held at noon on the first or second Tuesday of the month, check www.asaustin.org/caalp for details.

ONLINE SELF-HELP RESOURCES

www.TexasLegalAnswers.org

Free online legal advice clinic offering answers by volunteer attorneys to civil legal questions. Low income Texans can post any non-criminal legal question securely at TexasLegalAnswers.org, from any computer or smart device. Users must meet low income eligibility requirements.

TexasLawHelp.org

Website offering free, reliable civil legal information and documents (not legal assistance) to Texans who cannot afford legal help; a LiveChat operator is available Monday – Thursday, 9:00 AM-5:00 PM, to help eligible clients navigate the website.

Texas Low Income Housing Information Service

<https://texashousers.net>

Provides online information on public housing, tenants' rights and colonias; housing counselor helps locate affordable housing in Texas. Legal information about housing is available for the public at www.texastenant.org.

Lawyer Referral Service of Central Texas

512-472-8303

Hours: 8:00 am - 4:30 pm, M-F

Offers limited scope referrals in family law matters for clients able to represent themselves (pro se) and reduced-fee legal services for qualified clients under the Modest Means Program (previously known as Match Program).

LAWYER REFERRAL SERVICES **(FULL FEE AND REDUCED FEE)**

Lawyer referral services enroll licensed attorneys who pay the necessary registration fee and meet basic guidelines. Callers referred to a participating attorney by a lawyer referral service receive a half-hour consultation for no more than \$20. After the initial half-hour consultation, should the caller decide to authorize the lawyer to take action on their legal issue, the caller and lawyer may negotiate fees. These fees may be on a full or reduced fee basis, depending on the program the attorney is participating in.

Below is a list of the certified lawyer referral services in Texas. The State Bar of Texas operates the lawyer referral service for the areas of the state not covered by a local lawyer referral service.

State Bar of Texas Lawyer Referral Information Service.....800-252-9690
Serving all counties except Bexar, Dallas, El Paso, Harris, Jefferson, Nueces, Tarrant, and Travis.

SERVICES	CERTIFIED	LOCAL	LAWYER	REFERRAL
Austin Tenants' Council				512-474-1961
Corpus Christi Bar Association.....				361-883-3971
Dallas Bar Association				214-220-7444
El Paso Bar Association				915-532-7052
Harris County Bar Association				713-236-8000
Harris County Criminal Lawyers Association Lawyer Referral Service				713-227-2404
Houston Lawyer Referral Service*				713 237-9429 or 800-289-4577
*Also offers reduced fee attorneys for income-eligible individuals				
Jefferson County Bar Association				409-835-8438
Lawyer Referral Service of Central Texas*				512 472-8303 or 866-303-8303
*Modest Means Program (previously known as Match) - reduced fee legal services for family law and estate planning cases; applicants should ask for "Modest Means" Program by name				
North Dallas Bar Association				972-980-0472
Plano Bar Association.....				972-424-6113
San Antonio Bar Association				210-227-1853

Tarrant County Bar Association817-336-4101

Texas Lawyer Referral Service888-635-6060

ONLINE FIND A LAWYER SERVICE

State Bar of Texas, Find a Lawyer

www.texasbar.com/findalawyer

Fee-paying clients may use the Find a Lawyer service to connect with attorneys. The service offers clients the option to filter results by fee options, including reduced fee arrangements and payment plans. The full list of options include: **Contingency Fees:** The attorney's fee is based on a percentage of the amount awarded in judgment or negotiated in the settlement of the case.

Flat Fees: The attorney charges a specified sum for handling the entire case or matter or for completion of a certain task associated with the case or matter (e.g. review of a contract, court appearance, etc.).

Hourly Rate: The attorney charges a per-hour rate and usually tracks his or her time in fractions of an hour (often 10ths of an hour/6 minute increments).

Payment Plans: The attorney's fee may be paid in installments instead of all at once.

Sliding Scale Fees: A reduced fee arrangement based on a review of the client's overall income and ability to pay.