

**PETITION FOR EVICTION**

*Removal of Manufactured Home from Leased Lot in Manufactured Home Community*

CASE NUMBER: \_\_\_\_\_

IN THE JUSTICE COURT  
PRECINCT \_\_, PLACE \_\_\_\_  
HAYS COUNTY, TEXAS

PLAINTIFF'S NAME _____
DOB ___/___/___ DL # / ID # _____
ADDRESS _____ PH # (____) _____ - _____
CITY _____ STATE _____ ZIP _____
(AGENT/ATTORNEY, IF APPLICABLE)
ADDRESS _____ PH # (____) _____ - _____
CITY _____ STATE _____ ZIP _____

DEFENDANT'S NAME _____
DOB ___/___/___ DL # / ID # _____ PH # _____
DEFENDANT'S NAME (If applicable) _____
DOB ___/___/___ DL # / ID # _____ PH # _____
DEFENDANT'S NAME (If applicable) _____
DOB ___/___/___ DL # / ID # _____ PH # _____

**TO THE HONORABLE JUDGE OF SAID COURT:**

- This suit is brought to regain possession of the premises located at \_\_\_\_\_, Lot No. \_\_\_\_\_, within a manufactured home community which has four or more lots offered for lease for installing and occupying manufactured homes, and which is located within the boundaries of Justice of the Peace Precinct \_\_\_\_ Place \_\_\_\_, Hays County, Texas.
- The owner/landlord of the premises is \_\_\_\_\_.
- The Tenant in the premises is \_\_\_\_\_, who gained possession of the premises on or about \_\_\_\_\_, 20\_\_\_\_, and still maintains possession of the premises.
- The above-named Defendant
  - is not in the military service on active duty, and is not a dependant of a service member on active duty.
  - is in the military service on active duty.
  - I have been unable to determine whether or not the Defendant is in the military service on active duty.
- There is a lien on the manufactured home located at the premises held by: \_\_\_\_\_, whose address is \_\_\_\_\_.
  - There is no known lien on the manufactured home that is the subject of this proceeding.
  - The Tenant did not disclose to the owner/landlord the name of any person holding a lien on the manufactured home that is the subject of this proceeding.
- I know of no other home or work addresses of the Defendant in the County where the premises are located.
  - The Tenant gave written notice to the landlord that the Tenant does not occupy the manufactured home lot as a primary residence and requested notices be sent to the Tenant's primary residence at \_\_\_\_\_.
- The Tenant gained possession of the premises through (*Check one*):
  - a written lease;
  - an oral agreement;
  - forcible entry;
  - sufferance of the owner/landlord
- The rent is \$ \_\_\_\_\_ per month, and is payable on the \_\_\_\_\_ day of each month.
- The owner/landlord claims owner/landlord should regain possession of the premises because:
  - 9A. *Non-payment of rent:* Tenant failed to timely pay rent or other amounts due under the lease that in the aggregate equal the amount of at least one month's rent. The landlord has notified the Tenant in writing that the payment is delinquent and the Tenant did not tender the delinquent payment in full before the 10<sup>th</sup> day after the date the Tenant received.
  - 9B. *Other breach of lease agreement:* Tenant has breached the lease agreement as follows: \_\_\_\_\_.
  - 9C. *Holdover:*  Tenant gave written notice to landlord of Tenant's intent to vacate on \_\_\_\_\_ and has held over beyond that date;  Landlord gave Tenant written notice of notice of non-renewal of the lease agreement at least 60 days before the date of the expiration of the lease on \_\_\_\_\_ and Tenant has held over beyond that date.

10. Written notice to vacate and demand for possession of premises was given to Tenant on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the following manner (check **all** that apply):  certified mail;  regular mail;  delivery in person;  attaching to inside of main entry door;  the dwelling has no mailbox and a keyless bolting device, alarm system or dangerous animal that prevented the landlord from entering the premises to leave the notice to vacate on the inside of the main entry door, and the notice was affixed securely on the outside of the main entry door;  personal delivery to a person 16 years of age or older occupying the leased premises.

11. Owner/landlord seeks: (check **all** that apply)

- To regain possession of the premises and an order for the removal of the manufactured home from the premises
- Back rent in the amount of \$ \_\_\_\_\_ at the time of filing, plus any rents accruing through the date of judgment
- Court Costs
- Reasonable attorney's fees

**I consent to receipt of answers, any other motions & pleadings at email address** \_\_\_\_\_  
\_\_\_\_\_.

**I understand that any false statements in this document are made under penalty of perjury, and that making a false statement is a violation of Federal Law and is subject to both fine and imprisonment.**

- \_\_\_\_\_  
 Plaintiff/Owner/Landlord  
 Agent  
 Attorney for Plaintiff

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*City*

*Zip Code*

\_\_\_\_\_  
*State*

\_\_\_\_\_  
*Daytime telephone number*

\_\_\_\_\_  
*State Bar No. (if applicable)*

**SUBSCRIBED AND SWORN TO** before me the above-named Plaintiff/Agent/Attorney whose signature is subscribed above, who after first being sworn by me on oath said that the facts as stated in the above instrument are true and correct, to certify which witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
Court Clerk/Notary Public