

Cause No. _____

_____ Petitioner (Tenant)	§	IN THE JUSTICE COURT
VS.	§	PRECINCT 4
_____ Defendant (Landlord)	§	GREGG COUNTY, TEXAS

**TENANT'S PETITION FOR RELIEF OF LANDLORD'S
DUTY TO REPAIR RESIDENTIAL PROPERTY**
(Suit to Enforce Landlord's Duty to Repair or Remedy a Condition)
T.R.C.P. 509; Tex. Prop. Code § 92.0563 SUBCHAPTER B (95)

1. COMPLAINT: On this the ____ day of _____, 20____, the Tenant files this Petition against the above-named Landlord pursuant to Section 92.0563, Texas Property Code because there is a condition in Tenant's residential property that would materially affect the health or safety of an ordinary tenant.

Description of Residential Property:

_____ Street Address	_____ Unit No. (if any)	_____ City	_____ County	_____ State	_____ ZIP
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Landlord's Address for Service of Citation:

_____ Business Street Address	_____ Unit No. (if any)	_____ City	_____ County	_____ State	_____ ZIP
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2. SERVICE OF CITATION: (Check each statement that is true)

Tenant received in writing Landlord's name and business street address, where Landlord may be served as shown above.

Tenant received in writing the name and business street address of Landlord's management company

The name of Landlord's management company is _____.
To Tenant's knowledge, this is the management company's contact information:

_____ Business Street address	_____ Unit No. (if any)	_____ City	_____ County	_____ State	_____ ZIP
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The name of Landlord's on-premise manager is _____.
To Tenant's knowledge, this is the on-premise manager's contact information:

_____ Business Street address	_____ Unit No. (if any)	_____ City	_____ County	_____ State	_____ ZIP
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The name of Landlord's rent collector is _____.
To Tenant's knowledge, this is the rent collector's contact information:

_____ Business Street address	_____ Unit No. (if any)	_____ City	_____ County	_____ State	_____ ZIP
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3. LEASE AND NOTICE: (Check the box next to **each** statement that is true)

The lease is oral. The lease is in writing. The lease requires the notice to repair or remedy a condition to be in writing.

Tenant gave written notice to repair or remedy the condition on _____, 20____.
The written notice to repair or remedy the condition was sent by (circle) **certified mail, return receipt requested, or registered mail** on _____, 20 ____.

The tenant gave oral notice to repair or remedy the condition on _____, 20____.
Name of the person(s) to whom oral notice was given: _____.
Place where oral notice was given: _____.

4. RENT:

At the time Tenant gave notice to repair or remedy the condition, Tenant's rent was: current (no rent owed) not current, but Tenant offered to pay the rent and Landlord did not accept it, or not current and Tenant did not offer to pay the rent owed.

Tenant's rent is due on the _____ day of the month week _____ (specify other rent payment period).

The rent is \$ _____ per month week _____ (specify other rent payment period).

Tenant's rent (check one): is not subsidized by the government is subsidized by the government as follows, if known: \$ _____ paid by the government, and \$ _____ paid by Tenant.

5. PROPERTY CONDITION:

Describe the property condition materially affecting the physical health or safety of an ordinary tenant that Tenant seeks to have repaired or remedied:

6. RELIEF REQUESTED: (check all that apply)

Tenant requests the following relief:

- a court order to repair or remedy the condition;
- a court order reducing Tenant's rent (in the amount of \$ _____ to begin on _____, 20 ____);
- actual damages in the amount of \$ _____;
- a civil penalty of one month's rent plus \$500;
- attorney's fees; and
- court costs. Tenant states that the total relief does not exceed \$10,000, excluding interest and court costs, but including attorney's fees.

Tenant's Signature: _____

Date: _____

Street address

Unit No. (if any)

Phone Number

City

State

ZIP Code