

## TENANT (DEFENDANT) INFORMATION ON FORCIBLE DETAINER (EVICTION) SUITS AT JP3

- 1) READ THE CITATION. It tells you the time and date of your trial and other important information.
- 2) You may file a written answer, but this Court does not require you to do so. A "general denial" answer form can be obtained from this Court for you to file prior to your court date. Filing a written answer will NOT change your court date & will NOT release you from appearing on your court date.
- 3) YOU MUST APPEAR **ON-TIME** ON THE DATE OF YOUR TRIAL, or a Default Judgment may be rendered against you. A Default Judgment means you failed to timely appear in Court for your trial & the Plaintiff (landlord) was awarded possession of the premises plus any unpaid rent, attorney fees (if requested) & all court costs.
- 4) You may represent yourself or hire an attorney to represent you. Either way, you should prepare a proper defense even though the burden is on the Plaintiff to prove his allegations against you.
- 5) "Hearsay" evidence is NOT admissible & cannot be used if the Plaintiff objects. Examples of hearsay evidence are written affidavits & repeating or stating what other people (who are not present) have said or done. You CAN & should bring to court with you: receipts, contracts & other such documents, & any individual witnesses who can testify on your behalf.
- 6) At trial, the Plaintiff will first present his case as to why he should recover possession of the property & any past due rent. You will then be allowed to present your defense as to why the Plaintiff should NOT recover possession of the property & any past due rent. After both parties have rested their case, the Judge will enter a written judgment stating whether or not the Plaintiff is awarded possession of the property, unpaid rent, court costs, & attorney fees, if any.
- 7) IF a judgment is rendered against you, you may APPEAL the judgment. Upon appeal, the case is heard in County Court. To appeal you must file, within 5 CALENDAR days (including Saturdays, Sundays & legal holidays) from the date the judgment was SIGNED, an appeal "surety bond" (in the amount set by the Judge) & pay all required appeal fees. You MIGHT be eligible to appeal by filing a "pauper's affidavit" stating & proving you are unable to pay the costs of an appeal. A pauper's affidavit must also be filed within the same above indicated 5 calendar days from the date the judgment was SIGNED. If you file an appeal you should also file a written answer to the suit at that time. BEFORE your 5 days expire, ask the court clerk for an appeal handout form & read the Texas Rules of Civil Procedure as it pertains to evictions for further necessary requirements concerning surety appeals & pauper's affidavits.
- 8) IF the Plaintiff disagrees with how the Judge rules, the Plaintiff may also file a surety appeal bond at this Court, within the same above indicated 5 days.
- 9) If the Plaintiff is granted a judgment against you & if you do NOT timely file an appeal, the Plaintiff may then purchase & request the Court to issue:

A WRIT OF POSSESSION: A Deputy Constable will arrive at your premises and keep the peace while the plaintiff moves out all your property. The plaintiff can place all your property at a nearby location, in accordance with the Texas Property Code, and/or

A WRIT OF EXECUTION: A Deputy Constable will personally demand from you the money amount of the judgment owed, or he will levy on certain non-exempt property you may own, and/or

AN ABSTRACT OF JUDGMENT: When filed at the Bexar County Courthouse Records Office, the Abstract serves as a lien on your non-exempt property.

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NOTE: IF YOU PAY-OFF A JUDGMENT, it is very IMPORTANT that you have the Plaintiff/Landlord sign a "Release of Judgment" form, that you should then file at this Court. If you don't, it may be very difficult to get any liens released & the judgment may be reflected on your credit reports. You can obtain a "Release of Judgment" form at this Court.