

# REPAIR AND REMEDY CASES

## INSTRUCTIONS AND INFORMATION REGARDING FILING SUIT

(PLEASE READ CAREFULLY BEFORE COMPLETING THE PETITION)

**REPAIR AND REMEDY:** A repair and remedy case is a lawsuit filed by a residential tenant under Chapter 92, Subchapter B of the **Texas Property Code** to enforce the landlord's duty to repair or remedy a condition materially affecting the physical health or safety of an ordinary tenant. The relief sought cannot exceed \$10,000.00 excluding statutory interest and court costs but including attorney fees, if any.

**LANDLORD'S LIABILITY:** A landlord is liable to a tenant to repair or remedy if

1. The tenant has given the landlord proper notice of condition;
2. The condition materially affects the physical health or safety of an ordinary tenant;
3. The tenant has given subsequent written notice to repair or remedy;
4. The landlord has had reasonable time to correct the situation;
5. The landlord has not made an effort to repair or remedy the condition;
6. The tenant was not delinquent in payment of rent at the time notice was given to landlord.

**FILING SUIT:** Every Repair and Remedy suit must include these documents along with a filing and service fee of \$146.00 payable in the form of cash (exact amount), cashier's check, money order or credit card:

- Petition for Repair & Remedy
- Notices to Repair and/or Remedy
- Lease
- Service Members Civil Relief Affidavit
- Certificate of Last Known Address
- Civil Process Additional Information Sheet

**CITATION:** A citation will immediately issue directing the landlord to appear for a trial date, which is no less than 10 days and no more than 21 days from date the petition is filed. The citation must be served at least 6 days before trial date.

**HEARING:** The tenant must appear to present his case. If he doesn't appear, the Judge may dismiss the case. If the landlord doesn't appear and was served, the Judge may hear evidence and render judgment.

**JUDGMENT:** The judgment must be clear and explicit and may include reduction of rent, actual damages, penalty, costs, and attorney fees.

**APPEAL:** Either party may appeal the judgment within 21 days from the date the judgment is signed.

The laws governing Repair and Remedy can be found in **Chapter 92 of the TEXAS PROPERTY CODE and Rule 509 of the TEXAS RULES OF CIVIL PROCEDURE.**

If you have further questions regarding procedures, you may contact our Civil Clerk; however, she **CANNOT GIVE LEGAL ADVICE.**

CAUSE NO. \_\_\_\_\_

TENANT: \_\_\_\_\_  
VS. \_\_\_\_\_  
LANDLORD: \_\_\_\_\_

§ IN THE JUSTICE COURT  
§ PRECINCT \_\_\_\_ PLACE \_\_\_\_  
§ BRAZOS COUNTY, TEXAS

**PETITION FOR REPAIR & REMEDY UNDER CHAPTER 92, SUBCHAPTER B OF THE TEXAS PROPERTY CODE**

1. **COMPLAINT:** Tenant files this petition to enforce Landlord's duty under Chapter 92, Subchapter B of the Texas Property Code to repair or remedy a condition in Tenant's residential rental property materially affect the physical health or safety of an ordinary tenant. The relief sought can be for no more than \$10,000.00, excluding statutory interests and court costs but including attorney fees, if any. Residential Rental Property is located at:

Street Address	Unit No. (if any)	City	County	State	Zip
Landlord's Contact Information (if known):					

Business Street Address	Unit No. (if any)	City	County	State	Zip
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2. **SERVICE OF CITATION:** Check the box next to each statement that is true.  
 Tenant received in writing Landlord's name and business street address.  
 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
↑ 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
↑ The name of Landlord's rent collector serving the residential rental property is _____. To tenant's knowledge, this is the rent collector's contact information:					

3. **LEASE AND NOTICE:** Check the box next to each statement that is true.  
 The lease is in writing;  The lease is oral;  The lease requires notice to repair or remedy a condition to be in writing.  
 Tenant gave written notice to repair or remedy the condition on \_\_\_\_\_.  
 The written notice to repair or remedy the condition was sent by certified mail, return receipt requested, or registered mail on \_\_\_\_\_.  
 Tenant gave oral notice to repair or remedy the condition on \_\_\_\_\_.  
 Name of person(s) to whom notice was given \_\_\_\_\_ at \_\_\_\_\_.

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 owed and Landlord did not accept it,  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 any other rent-payment period). The rent is \$\_\_\_\_\_ per \_\_\_\_\_ month \_\_\_\_\_ week \_\_\_\_\_ (specify any 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:** Materially affecting the physical health or safety of an ordinary tenant that Tenant seeks to have repaired or remedied: \_\_\_\_\_

6. **RELIEF REQUESTED:** 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 \_\_\_\_\_),  actual damages in the amount of \$\_\_\_\_\_,  a civil penalty of one month's rent plus \$500,  attorney's fees, and  court costs. Tenant states total relief requested does not exceed \$10,000, excluding interest and court costs but including attorney's fees.

Tenant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Street address \_\_\_\_\_ Unit No. (if any) \_\_\_\_\_

Phone Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cause No. \_\_\_\_\_

In the Justice Court, Precinct Two, County of Brazos,

Texas

vs.

Plaintiff(s)

Defendant(s)

AFFIDAVIT OF MILITARY STATUS OF DEFENDANT(S)

Before me the undersigned notary or clerk of the justice court, on this day personally appeared the undersigned affiant whose identity is known to me. After I administered an oath to such affiant, he or she upon oath and under penalty of perjury (fine and/or up to one year in jail), stated the following:

My name is (please print) \_\_\_\_\_

I am (check one) the plaintiff or an authorized agent of the plaintiff in the 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.

(check or fill in as applicable)

- 1. No defendant in this case is on active duty in the U.S. military (Army, Navy, Air Force, Marines, or Coast Guard). The facts on which I base my conclusion are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2. Defendant [insert name(s)] \_\_\_\_\_ is on active duty in the U.S. military.
- 3. Defendant [insert name(s)] \_\_\_\_\_ has been deployed by the U.S. military to a foreign country.
- 4. Plaintiff and the undersigned (if the undersigned is acting agent of plaintiff) are not able to determine whether any defendant is with the U.S. military-except for any defendant named in paragraph 2 above.
- 5. Plaintiff and the undersigned (if the undersigned is acting as an agent of plaintiff) are not able to determine whether any defendant who is in the U.S. military has been deployed to a foreign country-except for any defendant named in paragraph 3 above.
- 6. Defendant [insert name(s)] \_\_\_\_\_ has signed, while on active duty, a separate written waiver or a written lease containing a waiver of his or her rights under the U.S. Servicemembers Civil Relief Act of 2003.

\_\_\_\_\_  
Signature of affiant

SWORN TO and SUBSCRIBED before me by \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(check one)  
Notary Public for the State of Texas or  
Clerk of the Justice Court

Cause \_\_\_\_\_

\_\_\_\_\_  
Plaintiff

Vs

\_\_\_\_\_  
Defendant

In the Justice Court

Precinct Two

Brazos County, Texas

Certificate of Last Known Mailing Address

The undersigned, \_\_\_\_\_, does hereby certify that the last known address of Defendant, \_\_\_\_\_, is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

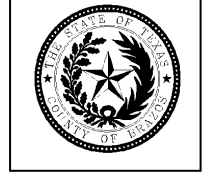
Sworn to and subscribed before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public



# Donald Lampo

## Brazos County Constable Pct. 2



Civil Process Additional Information

Cause #

In order to expedite service and for the safety of our Deputies, we ask that you answer the following questions to the best of your ability.

1. Have you witnessed any "abnormal" behavior?
2. Have you known, or known of, the Respondent being violent with anyone?
3. Have you been verbally or physically assaulted by the Respondent?
4. Known of an occasion where the Respondent has, or brandishes a weapon of any kind? (Please note if the weapon was a firearm, knife, or club or some other weapon.)
5. Does respondent have any dogs known to be aggressive?
6. Are you aware of any mental or emotional issues that the Respondent may have?
7. Are you aware of any police related calls regarding the Respondent?
8. Are there any other issues you think might be important for the Deputies to know?