



Martin De Leon Justice of the Peace, Pct. 1  
County of Aransas  
301 N. LIVE OAK, ROOM 111  
ROCKPORT, TEXAS 78382  
Ph. 361-790-0130 • Fax 361-790-5402



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

\_\_\_\_\_  
PLAINTIFF  
VS.  
\_\_\_\_\_  
DEFENDANT

IN THE JUSTICE COURT  
PRECINCT 1  
ARANSAS COUNTY, TEXAS

PLAINTIFF'S COMPLAINT FOR EVICTION AND SUIT FOR RENT

TO THE HONORABLE JUSTICE OF THE PEACE:

NOW COMES \_\_\_\_\_, herein referred to as Plaintiff, and files this complaint against \_\_\_\_\_, Defendant and all occupants of the premises described herein and respectfully shows the Court the following:

1. Plaintiff does business in Aransas County, Texas, and Defendant resides in said Justice Precinct 1, Aransas County, Texas, and may be served with process at the leased premises in Justice Precinct 1, which is: \_\_\_\_\_;  
or at Defendant's work address: \_\_\_\_\_;  
or at such other place as Defendant may be found.

Plaintiff knows of no other home or work address of the Defendant in Aransas County, Texas. Service is requested on Defendant by personal service at home or at work or by alternate service under Rule 742 or Rule 742a.

2. The leased premises are located within Justice Precinct 1, Aransas County, Texas
3. Plaintiff entered into an agreement with Defendant for occupancy of the leased premises. Defendant has violated the terms of the agreement by (check applicable paragraph):

\_\_\_\_\_ Default in paying rent under the agreement for \_\_\_\_\_ months. Plaintiff made written demand of the Defendant for possession of the Leased Premises on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ Breach of the terms and conditions of the agreement by: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Holding over the leased premises after termination of the agreement and written demand by the Plaintiff for the return of same.

4. Plaintiff is entitled to, and seeks possession of, the leased premises after having made written demand of the Defendant for the return of same, and Defendant is still in possession of the leased premises.

5. In addition to possession of the leased premises, Plaintiff seeks judgment against Defendant for:

- \_\_\_\_\_ Back rent in the amount of \$\_\_\_\_\_, plus daily rent in the amount of \$\_\_\_\_\_ per day as may accrue between the date of filing this complaint and surrender of the leased premises.
- \_\_\_\_\_ Interest at the maximum legal rate compounded annually until judgment is paid in full.
- \_\_\_\_\_ Reasonable attorney's fees if employment of counsel is necessary and verified.
- \_\_\_\_\_ Other: \_\_\_\_\_

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that Defendant be cited to answer the complaint; and upon final hearing.

Plaintiff PRAYS that Defendant be adjudged GUILTY of forcible detainer; that restitution of the leased premises be made to the Plaintiff; and that Plaintiff recover of Defendant judgment for the amount which Plaintiff may show the court it is entitled to recover including rent, interest, attorney's fees and costs, and for such other relief as Plaintiff may show entitlement.

\_\_\_\_\_  
PLAINTIFF

\_\_\_\_\_  
PLAINTIFF'S ADDRESS

\_\_\_\_\_  
PLAINTIFF'S PHONE NUMBER

BY: \_\_\_\_\_  
PLAINTIFF'S AGENT

SWORN TO AND SUBSCRIBED before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS