

CASE NO. _____

_____(TENANT)

**

IN THE JUSTICE COURT

VS

**

PRECINCT 3, PLACE 1

_____(DEFENDANT- LANDLORD)

**

JOHNSON COUNTY, TEXAS

PLAINTIFF’S COMPLAINT FOR WRIT OF REENTRY

TO THE HONORABLE JUSTICE OF THE PEACE PCT. 3 JOHNSON COUNTY, TEXAS:

NOW COMES (tenant) _____, hereinafter referred to as Plaintiff, and files this, his complaint, against (defendant) _____, hereinafter referred to as the defendant, and as grounds for issuance of a Writ of Reentry to be directed against Defendant, respectfully show the court the following:

1. Plaintiff resides at _____, in the City/County of _____, State of Texas, (hereinafter referred to as “the premises”) which premises are located within Justice Precinct No. 3 of Johnson County, Texas. Defendant may be served at _____.
2. Plaintiff as tenant, on or about the _____ day of _____, 20____, leased the above described premises from Defendant as landlord. Such lease has, since said date, continues in effect.
3. On or about the _____ day of _____, 20____, Defendant did lock out Plaintiff from the said leased premises in violation of Section 92.009, Property Code, and has failed and refused to provide access to Plaintiff of the premises.
4. Plaintiff alleges more specifically that the facts of the unlawful lockout are as follows: (write the exact actions of the landlord or his agent which violated the statute)

_____.
5. Plaintiff has committed not breach of the lease agreement, which authorizes Defendant to lock Plaintiff out of the Premises.
6. Because of the unlawful acts of Defendant, Plaintiff is entitled to court costs.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that the Honorable Court issue a Writ of Reentry directed to Defendant commanding Defendant to immediately deliver possession of said premises to Plaintiff; that said Writ of Reentry be served on Defendant in accordance with law; that Defendant be prohibited from interfering with Plaintiff’s peaceful possession of the premises; and for such other relief as plaintiff may be lawfully entitled.

Plaintiff

Sworn to and subscribed before me on the _____, day _____, 20_____.

Judge/Clerk/Notary

Plaintiff-Tenant understand that if Plaintiff files this complaint for reentry in bad faith, the Defendant may be able to recover from Plaintiff an amount equal to actual damages, one month’s rent or \$500.00, whichever is greater, reasonable attorney’s fees, and costs of court, less any sums for which the landlord is liable to the tenant.

CONSTABLE'S RETURN

CAME TO HAND at _____ o'clock __m. this _____ day of _____, ____ 20 ____; and
EXECUTED at _____ o'clock __m. this _____ day of _____, ____ 20 ____, by

(Check applicable methods):

- Ascertaining that Landlord or Landlords Agent had removed themselves and their property;
- Demanding possession from Landlord or Landlords Agent whom voluntarily removed themselves and their property;
- Other:

BY _____
Constable, Precinct _____
_____ COUNTY, TEXAS
DEPUTY _____