Lawsuit for Failing to Provide or Repair Security Device

You can use this form for filing suit in justice court, also called justice of the peace or JP court. If a landlord fails to install or repair a required security device you are entitled to actual damages, one month's rent plus $500, attorney fees and court costs. Justice court has a jurisdictional limit of $10,000 and is sometimes more friendly to landlords because JP courts hear evictions in their courts frequently. But, it is easier to represent yourself in justice court, cheaper to file the suit and you get to trial much quicker. See Sue Your Landlord to learn how to file suit and try the case in justice court.

How to fill in the blanks in the form:

1 The first blank at the top of the form is the Case Number. When you file the case, the court clerk will assign a number to the case and write that number at the top. You do not need to fill that blank in prior to filing the case.

2 On the right side at the top is the court information. Put the County you are filing suit in the blank and put which Precinct and Place of the justice court you are filing the suit in (e.g., Precinct 1, Place 2, Dallas County, Texas). Each county often has more than one JP court, so the county is divided into two or more precincts. The easiest way to find out which precinct you are in, is to call one of them nearby and give them the address of the property you are leasing. The court clerk will then tell you which precinct the property is in. For precincts with large populations, more than one JP court is assigned to a precinct. In these precincts, each JP court is assigned a different "Place number." You are allowed to file the case in any "Place" in your precinct. So if there is more than one JP court in your precinct, pick the court that is easy to get to or the one that is friendliest to tenants.

3 Since you are bringing the suit first, you are the Plaintiff. Put your name in the blank for Plaintiff on the left side, and again in the Parties section of the form petition.

4 The landlord is the Defendant. This is probably not the manager of the property. It is best to sue the owner of the property. You have a right to know the name and address of the owner of the property. See Ownership for details on obtaining this information. Often a business entity owns the property (like a corporation, or a limited partnership). If the owner is a business entity, list the entity as the Defendant in the suit and put the name in the blank for Defendant at the top and in the Parties section of the form petition.

5 The address of the Defendant in the Parties section of the form petition needs to be filled in as well. This is the address that a constable will go to serve the Defendant with court papers. So, try to get the correct address and completely list it. The easier it is for the constable to serve the court papers, the faster your case will be heard. You are entitled to know the address of the owner of the property. As we stated above, it is best to sue the owner of the property.

6 The last area to be filled in the body of the form petition is a listing of the security devices that were not provided or repaired. If you are suing for failure to repair, you should have given written notice first about the problem before filing suit.

7 Then sign your name at the bottom. Print your name, complete address and phone number below your signature.

Finally, read over the form and make sure it has been filled out completely. Then make two copies of the signed form and take them, with the original to the justice court for filing. The court will keep the original, keep one copy to serve on the Defendant and return one to you with a file stamp for your records. For more information on proceeding with the case, see Sue Your Landlord.

_____,)   IN THE JUSTICE COURT
      PLAINTIFF (Your Name),)
vs.)
)   PRECINCT ___, PLACE ___
)
_____,)
      DEFENDANT (Landlord).)   _____ COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF THE COURT:

    Plaintiff files this original petition in the above-styled and numbered cause, and in support, shows the Court as follows:

I. DISCOVERY

1. Plaintiff intends to conduct discovery under Level 1.

II. PARTIES

2. _____, Plaintiff, is a resident of the county of this Court, within Texas.

3. _____, Defendant, may be served at the following address:

    _____.

III. JURISDICTION AND VENUE

4. The amount in controversy is within the jurisdictional limits of this Court, and venue is proper as the cause of action arose in the county of this Court within Texas.

IV. FACTS

5. Plaintiff leased premises from Defendant.

6. Defendant failed to provide or maintain the following devices (mark all that apply):

    - window latch on all exterior windows
    - doorknob lock or keyed dead bolt on all exterior doors
    - a sliding door pin lock on all exterior sliding glass doors
    - a sliding door handle latch or security bar on all sliding glass doors

    - a keyless bolting device on all exterior doors (that cannot be unlocked from outside)
    - a door viewer on all exterior doors

7. Any provision of a lease that purports to waive or diminish Plaintiff's rights is void pursuant to Section 92.006(a) of the Texas Property Code.

V. CAUSES OF ACTION

8. Defendant is liable to Plaintiff for failing to provide or maintain the security devices to the premises based upon one or more grounds. Pursuant to Section 92.164 Texas Property Code, Plaintiff requests the following relief for EACH violation noted above:

    a. civil penalties of one month's rent plus $500,

    b. actual damages, and

    c. and court costs from Defendant.

VI. REQUEST FOR RELIEF

Plaintiff requests this Court grant the following relief:

a. civil penalties as requested herein;

b. actual damages;

c. court costs; and

d. any other relief to which Plaintiff is entitled.

Respectfully submitted,

_____
(Your Signature)

_____
(Your Printed Name)

_____
(Your Address)

_____
(Your City, State, Zip)

_____
(Your Phone Number)